

ANNUAL REPORT

OF THE

STATE BOARD OF ARBITRATION AND CONCILIATION

FOR THE YEAR 1893.

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Commonwealth of Massachusetts.

STATE BOARD OF ARBITRATION AND CONCILIATION,
13 BEACON STREET, BOSTON, Feb. 1, 1894.

To the General Court.

I have the honor to transmit herewith the eighth annual report of the State Board of Arbitration and Conciliation.

Very respectfully,

BERNARD F. SUPPLE,

Clerk.

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EIGHTH ANNUAL REPORT.

To the Senate and House of Representatives in General Court assembled.

The following pages contain summary reports of those controversies between employers and employees in which the Board has taken direct action. Although the number of cases actually settled by the Board during the year is not so large as in some former years, some of them afford the very best examples of the influence of the Board, when the circumstances are such as to give fair opportunity for conciliatory suggestions and to afford reasonable expectation that they will be received and considered on their merits.

Now that business of all kinds is depressed and the number of unemployed men and women causes embarrassment and suffering in many places, it is hard to believe that during the first half of the past year there were frequent strikes all over the State for fewer hours of labor and an increase of wages, one or both. Our record shows that the depression was either foreseen or

actually felt by employers, before the workmen realized the situation. All of a sudden the tide turned, and instead of demands for a shorter day and larger wages, the shorter day was established by the act of the manufacturers, and it was usually accompanied by a reduction of ten to twenty per cent. in the wages. The change was startling; and although there have been some strikes against proposed reductions, and the State Board has been called upon to adjust some such cases, the lessening of earnings all over the State has been very generally acquiesced in by the working people, as a matter of necessity, for the present at least. In the last six months of the year the question has not been what conditions or what wages were fair, but rather how could employment be given to the workers sufficient to enable them to support themselves and their families. When the necessity for daily bread stares one in the face, all other considerations become secondary until that emergency has been met and vanquished.

In view of the progress being made in the several States of the Union towards the settlement of labor controversies through boards of arbitration and conciliation, as shown in the compilation of laws printed in the appendix to

this report, it is interesting to note that in November last the great strike of coal miners in the Midland counties of England was happily ended by an adroit act of conciliation conducted by Lord Rosebery, a member of Mr. Gladstone's cabinet, at the Foreign Office in London. The parties were called together for a conference in the presence of an official who had no private ends to promote, but apparently sought only to promote the welfare of the public. The strike had lasted for about four months. The workmen were organized on the one hand, and the employers on the other. The miners saw their reserve funds amounting to three-quarters of a million of dollars, gradually melt away until nothing was left, and the idle people had no means of support except individual savings and contributions from the public or from other workmen who had employment and were able to supply a part of their scanty earnings to the treasury of the Miners' Federation. It was estimated that the sum of £25,000 a week was distributed by the Federation among the miners and their families. The men, notwithstanding their privations, adhered to the union through everything with surprising unanimity, and met with a considerable amount of sympathy from

the non-union public. The masters, though not supported by so efficient an organization, remained firm in their conviction that to concede the demands of the miners would be to ruin their business, and were obliged to gaze helplessly upon decaying works and idle machinery. The price of coal to consumers had risen so high as to cause general alarm, in view of the near approach of winter. The case clearly called for something different from the much-lauded "let alone" policy. The government took the initiative and after one meeting the great coal-mining industry resumed its course, thousands of workmen were provided with the means of support, and the price of one of the necessities of life at once dropped to a comparatively reasonable mark. Will any one contend that this kind of public service does not properly come within the province of the government?

The simple method so skilfully and successfully adopted in this case is substantially identical with the method of conciliation which has been in operation in Massachusetts for the last seven years, through the State Board of Arbitration and Conciliation.

The Board has no new legislation to recommend, believing that the means and opportunities

of the law, as it is, are ample for the treatment of all controversies between employer and employees, provided there is in the parties directly concerned a disposition to avail themselves of the law and seek only what is fair and reasonable.

On July 1 the commission of Mr. Davol expired by limitation, and on September 11 he was succeeded by Richard E. Warner, of Taunton.

The controversies of which the Board has taken active cognizance during the year involved, more or less directly, working people whose yearly earnings are estimated at \$1,652,246. The total annual earnings under ordinary conditions of the factories, etc., involved would amount to about \$8,637,625. The expense of maintaining the State Board for a year has been \$8,930.

REPORTS OF CASES.

REPORTS OF CASES.

LEONARD & BARROWS—MIDDLEBOROUGH.

In December, 1892, the firm of Leonard & Barrows of Middleborough, shoe manufacturers, gave notice to their employees that they desired to reduce the price paid for "closing on" from 55 cents per 60 pairs to 50 cents, and for making button-holes on Reece machine from 6 cents per 100 to 5 cents per 100. The employees protested against these reductions, and contended that there were other items on the stitching list which were too low and ought to be raised. A member of the firm, together with the agent of the stitchers' union, called at the office of the Board on January 2, stated the facts of the case and expressed a desire that the Board would act as mediator and attempt to bring the matter to a settlement. Accordingly, on January 5, the Board met the firm and a representative of the stitchers at Middleborough, heard both sides and attempted without success to bring the

parties to some agreement upon the two items complained of by the firm, which, thus far, were the only items specified on either side. But rather than come to any agreement about closing on, and making button-holes, both parties preferred, as they said, to submit the whole stitching list, the Board to recommend fair prices on all parts of the work. This course was deprecated by the Board, but after a week's delay for further consideration, an application was drawn up, signed by both parties and filed January 12, which did in fact submit the whole stitching list for revision by the Board, although down to that time only two items had been specifically put in issue by either side. Subsequently, at the request of the Board, the agent of the stitchers filed a list of items on which they claimed an advance, and the firm filed a list of items on which a reduction was contended for. The firm's list had now grown from two items to ten, upon which a substantial reduction was sought, and the stitchers submitted a list of some twenty-two items upon which they claimed an advance, some of them being the same items upon which the firm claimed a reduction. It was agreed that the decision of the Board should be confined to the items submitted on either side. Hearings were had and inquiries

made as to prevailing rates and conditions, and on March 16, 1893, the following decision was rendered:—

In the matter of the joint application of Leonard & Barrows, of Middleborough, and their employees.

PETITION FILED JANUARY 12.

HEARINGS, JANUARY 20, 27.

In this case the firm has submitted certain items of the stitching list, which it is claimed ought to be reduced; and the stitchers have specified certain items upon which they claim that an increase should be allowed. The case has been fully heard and considered, and, upon the items submitted, the Board recommends that prices be paid as follows:—

	PER CASE OF 60 PAIRS.
Skiving by machine, button boots, quarters and flies and over-lap Oxfords,	\$0.15
Skiving by machine, button boots, vamps, . . . . .	.10
Closing on, plain button-piece, . . . . .	.40
Closing on, button boots, plain top and scalloped fly, . . . . .	.50
Closing on, overlaps, Oxfords, closed seam, Wheeler & Wilson machine, . . . . .	.37½
Fancy or zigzag stitch, facing held on linings, Union Special machine, one stitch, . . . . .	.12½
Turning out, scalloped button-fly, Lightning machine, . . . . .	.37½
Turning out, plain fly, Lightning machine, . . . . .	.35
Top-stitching, overlap Oxfords, closed seam, . . . . .	.37½
Top-stitching, button boots, plain top and scalloped fly, Wheeler & Wilson machine, . . . . .	.42
Staying backs and fronts, 2-needle Union Special machine, overlaps, . . . . .	.25
Staying backs and fronts, 2-needle Union Special machine, plain vamps, . . . . .	.22

	PER CASE OF 60 PAIRS.
Closing backs and fronts, button boots, Wilcox & Gibbs machine,	\$0 18
Pressing overlaps, Lufkin machine, . . . . .	.31
Cementing for presser, . . . . .	.07
Cementing pressed vamps, . . . . .	.07½
Vamping, overlaps, trimmed, 2-needle Union Special machine, . . . . .	.75

	PER 100.
Working button-holes, as now done, Reece machine,	\$0.05

	PER CASE.
Finishing button-holes, Reece machine,	\$0.15
Finishing barred button-holes, Reece machine, . . . . .	.17½
Barring button-holes, Reece machine, . . . . .	.15
Marking for button-holes, by hand, . . . . .	.12½

	PER 100.
Sewing on buttons, Morley machine,	\$0.01½

	ROWS, PER CASE.
Stitching tips, vamps marked or centred, 1-needle, 2 held on, Wheeler & Wilson machine,	\$0.30
Vamping (except overlaps), linings held back one side, extra, . . . . .	.05

It was agreed in the presence of the Board, that 72 pairs of children's shoes shall be paid for at the same rate as for 60 pairs of women's and misses', except cases of 11's to 13's, inclusive, which shall be reckoned on the basis of 60 pairs to a case; also that the prices fixed by this Board and all other prices in the stitching-room shall stand without change until July 1, 1893.

Result. The decision was accepted by all concerned, and was continued in force during the six months prescribed by law. In May, however, both

parties came to the Board informally and asked the Board to place a practical construction upon certain parts of the decision, or rather upon the agreement of the parties embodied in the decision. The Board gave its views informally and they were accepted and acted upon accordingly.

MERCHANTS' AND MINERS' TRANSPORTATION
COMPANY—BOSTON.

On December 26, five longshoremen in the employ of the Merchants' and Miners' Transportation Company, were discharged. They belonged to a union, and it was thought that perhaps their membership rendered them obnoxious to the agent of the company. On January 14 the attention of the Board was directed to the matter, and at the request of a representative of the workmen interested the Board called upon the agent of the company. In answer to the inquiries of the Board, the agent said that the men were discharged because they were not on hand at the time when they had been notified to be ready to unload a vessel, and that the company could not re-employ them, under the circumstances, because such action would produce an unfavorable effect upon the discipline of the workmen then in the employ of the company. The workmen were informed of the attitude taken by the agent, and as they were very desirous of securing their old places, the Board

advised that when there seemed to be need of more men on the wharf they apply at the office for work, as individuals, and as if nothing had happened.

Subsequently the five men applied for work as advised, and were referred to the stevedore. He put one of them to work; the others obtained work of a different sort elsewhere.

NORCROSS BROTHERS — MILFORD.

A letter dated Feb. 4, 1893, was received from the selectmen of Milford, acting in compliance with the St. 1887, chap. 267, § 8, containing a notice of a lockout "between Norcross Brothers, doing business in this town, and their employees," and requesting the interposition of the Board as a mediator.

Accordingly, after giving due notice by mail to the firm and to the representatives of the granite cutters' union, the Board went to Milford on February 8, and met Mr. O. W. Norcross of the firm, and a committee of three representing the granite cutters. It appeared that the trouble in Milford began in May, 1892, when, in conjunction with the other members of the New England Granite Manufacturers' Association, the firm of Norcross Brothers locked out their stone cutters in Milford, although there were at that time no differences between the firm and the workmen. Since that time settlements had been effected in most of the yards throughout New England, but no understanding had been arrived at concerning the business in Milford. The firm was

in need of men, and the Board used every effort at this interview and afterwards to frame a proposition to which both sides could assent. The practical difficulty which frustrated every attempt was the fact that the firm insisted that the men who were locked out should return to work at reduced wages. This demand was a fatal bar to any agreement, because the workmen insisted that the firm was in the wrong for locking them out without any good reason for it, and that the least the firm could do was to agree to the bill of prices which was in force in Milford at the beginning of the lockout. If this had been conceded, the Board has little doubt that all other matters might have been arranged satisfactorily and work resumed. As it was, after long interviews and much correspondence, and some recriminations exchanged by the parties, the business ended just where it began.

Recently information came to the Board that there was reason to believe that a settlement might be effected, provided the local committee should be authorized to attempt it. At the suggestion of the State Board such authority was sought from the national board of the granite cutters' union, but the latter declined the request, and nothing was done.

WAKEFIELD RATTAN COMPANY — WAKEFIELD.

On February 24 the Board's attention was invited to the case of a strike, which had occurred on the 17th instant, of the winders employed by the Wakefield Rattan Company, at Wakefield. The strike was caused by the dissatisfaction of the workmen with the prices set by the company on twenty-six pieces of new work. They said that the prices amounted to a considerable reduction in the earnings of the men, which were already low enough, about \$9 per week, as stated.

The Board, as requested, called upon the treasurer at his office in Boston and acquainted him with the object of their visit. He said that if the Board wished for any information, he would try to answer any questions that might be asked, but that he should not discuss the business of the company with the strikers or their representatives, because they were no longer employees, and further, that the company would decline to avail

itself of the services of the State Board at any stage of the case.

The substance of the interview was reported to the workmen, and nothing further was heard of the case.

GEORGE H. GILBERT MANUFACTURING COM-
PANY — WARE.

By a notice received Feb. 24, 1893, from the selectmen of Ware, the Board was informed that a strike of weavers employed by the George H. Gilbert Manufacturing Company, at Ware, had occurred on February 9. The occasion of the strike was said to be a reduction of $6\frac{1}{2}$ per cent. upon changing from fall goods to spring goods. In view of the lapse of time and the statement that "some of them have gone back to work," the Board, before proceeding to the scene of the controversy, thought best to obtain further knowledge of the probable success of any efforts they might make. It appeared upon inquiry that the workmen were not organized, that some had left town, others had gone back to work at the reduced rates, and that the company, in view of the state of business, was not eager to start all the looms. In consideration of all the facts learned, and in the absence of any request from the company or the workmen, the Board deemed it inexpedient to take any action, and nothing further was heard from the case.

COLUMBIA RUBBER COMPANY—BRAINTREE.

The Board was notified in writing, on March 8, that in February a strike had occurred at East Braintree, affecting the Columbia Rubber Company and its employees. The notice, which came from the workmen or persons representing them, stated that extra work was required by the company without giving any extra pay for it, and since the work (making rubber-cloth garments) was paid for by the piece, the workmen suffered a loss of earnings, when, as they contended, the wages ought to have been advanced without the imposition of any extra work.

Upon communicating with the manager of the company, the Board was informed that he should decline to confer with his recent employees with a view to settling upon any agreement, for the reason that he was satisfied with the present condition of things. The workmen were thereupon notified of the result of the interview, and, so far as the Board is informed, no further attempt was made at a settlement.

At about the same time other strikes occurred at Brockton and elsewhere, which were conducted under the advice of the Mackintosh Coat Makers' Union of East Braintree, and had similar objects in view. So far as the Board's information extends, none of these strikes were successful.

BOWKER FERTILIZER COMPANY—BOSTON.

On March 13 the workmen employed in the manufacture of fertilizers by the Bowker Fertilizer Company, at Brighton, went on a strike because of their disappointment at not receiving an increase of wages on the first of the month. On the 16th the Board sought and obtained an interview with a committee representing the workmen, and, after learning their views of the case, called upon the president of the company, who, after some conversation, stated the terms on which he would employ his former workmen. These were reported to the workmen, with a recommendation that they apply for work on the proposed terms. The men acted in accordance with the Board's advice, and most of them returned at once to work. The terms of settlement were that from twenty-five to thirty of the old hands, and possibly more, should be put at work on the day next following at \$10 a week, to continue until April 1, and \$11 a week thereafter, and that within a week substantially all the old employees should be at work again.

JOHNSON MANUFACTURING COMPANY — NORTH
ADAMS.

On March 22, the weavers employed by the Johnson Manufacturing Company, at North Adams, in the making of gingham, went on a strike. They complained that, at the prices which they received per yard, weavers on the fast looms in the new weave room were unable to earn as much as those who operated the old looms.

At an interview which the committee of the weavers had with the agent, the request for an advance was refused for reasons stated, and it was understood by the operatives that the agent intended to make a reduction of one-half mill per yard, which was paid as an extra on some of the looms. Immediately upon learning this, the fast-loom weavers struck, and on the same day the mill was shut down for want of help.

The agent expressed a willingness to pay as much as other people paid, and proposed that the weavers resume work and give him an opportunity to inquire about prices and earnings in other mills. This proposal was declined.

On March 28, after sending written notifications to the agent and to the operatives, the Board acting, of its own motion, without invitation from either side, went to North Adams. The course of procedure contemplated was that, after a conference with the weavers on the evening of arrival, the Board would call upon the agent on the following morning and attempt to make arrangements for a conference; but, more fortunately, the Board was able to bring about a conference that evening, at which all matters of grievance were frankly and openly discussed in the presence of the Board by the agent and a large number of the employees directly interested.

The result was most gratifying, and furnished the strongest proof, if such were needed, that through conferences of this kind, better than in any other way, serious controversies may often be fairly and promptly adjusted. Acting under the advice of the Board, the operatives voted upon the spot to resume work the next morning, and the agent agreed to start up the mill, reinstate all the old hands, and make everything as agreeable as possible. The next morning the looms were humming and activity prevailed where for a week everything had stood still.

THORNDIKE COMPANY — PALMER.

On March 31 the weavers employed in mill No. 2 of the Thorndike Company, at Palmer, about seventy in number, went on a strike because, as they alleged, the gearing in the slasher had been changed so that the length of the cuts of certain grades of work had been increased by several yards. Upon inquiry, made on April 10, the Board ascertained the general features of the situation and learned that there was some chance that the weavers in the other mill of the company might be induced to join the strike. In mill No. 1 the departments other than the weave room were running on half time, with a prospect of shutting down altogether.

The Board went to Palmer on April 21 and had interviews with the agent of the mills and representatives of the striking weavers. About half of the strikers had gone away to work in other mills. Both sides seemed to be convinced that they were right, but the weavers had practically abandoned their demand for increased wages.

The agent, on the 12th, had notified the strikers who were still occupying houses belonging to the company to vacate their tenements on the 22d of the month. After much discussion of the situation with both parties separately, the Board on the following day embodied its views of the case in the following letter, which was sent to the agent of the company and to the representatives of the weavers:—

COMMONWEALTH OF MASSACHUSETTS.

STATE BOARD OF ARBITRATION,
13 BEACON STREET, BOSTON, April 22, 1893.

To the Thorndike Company, of Palmer, and the weavers lately in its employ.

In accordance with the law of the State, this Board went to Palmer yesterday for the purpose of communicating with both parties to the controversy which began with a strike on April 1. Interviews were had with the agent of the mills and with representatives of the weavers, separately, with a view to making some recommendation calculated to effect a settlement.

Stated briefly, the cause of the strike was the belief of the weavers that the cuts had been lengthened, and, if so, there being no corresponding allowance in the pay per cut, they were in effect working under a reduction of wages. The agent claims that he is ready and has always been ready and willing, as between him and the actual employees of the company, to have the length of the cuts ascertained by actual measurement, but de-

clines to discuss the subject with any representatives of persons who are not employees.

In view of the information obtained from both sides, and in the hope of adjusting the dispute in a manner most satisfactory to all concerned, the Board recommends:—

1. That the weavers abandon the strike and apply for work in the usual manner.

2. That the agent re-employ those who apply for work as soon as work may be ready for them.

3. That after the relations of employer and employee shall have been re-established, the length of the cuts be fairly ascertained by actual measurement, in the presence of both parties.

If all parties concerned will act according to the above recommendations, in a conciliatory spirit and with a desire to do only what is just, the Board has reason to believe that the operations of the mills may be at once fully resumed, and a good understanding effected, which will be a decided benefit to all.

By the Board,

BERNARD F. SUPPLE, *Clerk*.

Instead of acting as the Board advised, “that the weavers abandon the strike and apply for work in the usual manner,” they sent a committee to the agent, without first taking action on the Board’s recommendations, and proceeded to question him as to his proposed action. He replied in effect that he had nothing to say or do until they should

do something. A little later all the weavers who were still in town went in and applied for work and were re-employed. A few, who by their prominence had become obnoxious to the management, did not apply for work, and the controversy came to an end early in May.

BRICKLAYERS' AND PLASTERERS' STRIKE —
SPRINGFIELD.

In the latter part of November, 1892, the several builders doing business in Springfield and vicinity received a notice from the secretary of Bricklayers' and Plasterers' Union, No. 1, of that city, which ran as follows: —

BRICKLAYERS' AND PLASTERERS' UNION, No. 1.

SPRINGFIELD, MASS., Nov. 23, 1892.

• MESSRS. MELLEN & MCKENZIE.

GENTLEMEN:—I am instructed to inform you that on and after April 1, 1893, Union No. 1 of Springfield intends to adopt “that eight hours shall constitute a day's work.” Work to begin at eight A.M. and cease at five P.M. with an hour off at noon, and shall ask for \$3.75 (three dollars and seventy-five cents) as a day's pay.

Hoping this may meet with your favorable consideration,

Gentlemen, I am yours respectfully,

JAMES COGHILL, *Corresponding Secretary.*

To this communication the following reply was sent:—

SPRINGFIELD, MASS., March 1, 1893.

*To the Officers and Members of the Bricklayers' and Plasterers' Union,
No. 1, Springfield, Mass.*

GENTLEMEN:—In consideration of the notice sent from your union to the several contractors of this city making a demand for an eight-hour day at the same rate per day that has been paid for a nine-hour day, we submit to you the following: That we do not think that the time has come to successfully establish an eight-hour day in this city, for the following reasons: The International Union of Bricklayers and Plasterers have not successfully established such eight-hour day; that this is the only city in New England where even a request has been made for such eight-hour day, if perhaps you may except Boston; that in all New England cities even a nine-hour day does not prevail; further, that outside of the bricklayers and plasterers, other building trades have not fully established nine hours, but in many cases are working ten hours.

Therefore, taking a careful consideration of the whole ground, we can see no argument in favor of an eight-hour day at present, especially at the same rate per day, which would make quite an advance per hour.

Therefore, *be it resolved* by the Master Masons' Exchange, assembled this twenty-seventh day of February, 1893, that we shall continue a nine-hour day at the same rate of wages that was paid in 1892.

Hoping and fully believing this to be for the best interest of both journeymen and contractors, we are,

Respectfully,

D. W. MELLEN.	JOSEPH BLANCHARD.
J. S. SANDERSON.	GEO. O. BARTLETT.
GEO. H. BLODGETT.	WM. REID.
D. J. CURTIS.	R. E. DAVIS.
J. I. KELLY.	Z. B. FREEMAN.
PATRICK BESTON.	A. M. DAVIS.
W. H. FALVEY.	GEO. W. SHARPE.
D. C. SHEA.	C. I. BARTLETT.
J. J. HENNESSEY.	W. G. MEADE.
HORACE BARTLETT.	T. C. MORRISSEY.
W. D. MCKENZIE.	WM. T. GREGG.
E. F. BLODGETT.	

The union replied as follows:—

BRICKLAYERS' AND PLASTERERS' UNION, No. 1,
SPRINGFIELD, MASS., March 2, 1893.

To the Officers and Members of the Master Masons' Exchange.

GENTLEMEN:—Your communication of March 1 received, and after having been read to the members at our last meeting it was voted, that this Union live up to the demands which it asked for last November, that is, \$3.75 for eight hours' work on and after April 1, 1893.

In answer to the question that the International has not established an eight-hour day, we would say that if this union establishes it, that no member of the I. U. will work more than eight hours while working in this city.

Perhaps New England has not established the eight-

hour day very much as yet, but over fifty unions are at present working an eight-hour day.

As to other trades working more hours than we do, we suppose that is their privilege.

Hoping, gentlemen, that you will carefully consider the question at issue,

We remain, yours respectfully,

BRICKLAYERS' AND PLASTERERS' UNION, No. 1.

RICHARD A. HENNESSEY, *Cor. Secretary,*

138 Quincy Street, City.

The demands of the union not having been conceded, a strike followed on April 1, and later, on the 3d, the laborers employed as hod-carriers and tenders struck, out of sympathy. About thirty firms were directly affected and about three hundred and fifty workmen idle.

By letter dated April 1, and received on the 3d, the mayor of the city notified this Board of the occurrence of the strike. On the 4th the Board went to Springfield, and, after calling upon the mayor, had an interview with the committee of the workmen, in which they presented a statement of their position, and, when inquired of, said that they would come to meet the employers in conference with the State Board. The Board then called upon the employers and met a committee of five selected to represent

them, at the rooms of the Master Masons' Exchange. After some discussion, they said that the employers would respond to an invitation from the Board to meet a committee of the union. A day was set accordingly, and on April 7, the Board met the two committees together. The situation was fully discussed, and the workmen showed some inclination to make concessions as to the price to be paid by the hour, provided an eight-hour day should be agreed to. But the builders' committee said that they were prevented by their instructions from considering any proposition based on a day of less than nine hours. The conference ended without result.

Later, on the same day, an interview was had, at the request of the master builders, with the mason-tenders who were on strike, for the purpose of ascertaining what grievances, if any, they had to bring up. The workmen said that they desired an eight-hour day, with pay at the rate of $28\frac{1}{8}$ cents an hour, but that whenever the case with the bricklayers should be settled, the length of the working day would naturally be the same for the laborers as for the bricklayers.

After this the controversy was carried on in the usual way, through the newspapers and by

means of pickets, but without any serious disturbance of the peace. A few of the smaller contractors came to an agreement with the union, others procured as many men as possible from outside the union, and the good wages offered proved very tempting. One advertisement in a Springfield newspaper read as follows:—

One hundred non-union masons wanted to take place of strikers; \$4 a day of nine hours for first-class masons. Work for the entire season. Strikers on ground ready to pay fare home, if you wish to go back. Absolutely no danger for any one who comes. Address Master Masons' Exchange, Athol Building, Springfield.

The result was that in the slow process of time the nine-hour contractors procured men to do their work, and on the other hand a considerable number of the workmen obtained work outside of Springfield. Some contractors carried on their work on the eight-hour plan, but by the end of the summer it was apparent that one more attempt under union management to establish an eight-hour day had failed, mainly because there were so many workmen willing to work nine hours a day.

BOILER-MAKERS' AND SHIP-BUILDERS' STRIKE—
BOSTON.

The last report of this Board contains an account of a strike for nine hours, conducted by Branch 10, Boiler-makers' and Iron-ship Builders' International Union, and a settlement effected by aid of the Board.

In the spring of 1893 the controversy was renewed, and the following notice, dated April 6, 1893, was presented to A. E. Cox, president of the New England Association of Boiler Manufacturers and Iron-ship Builders:—

To Boiler Manufacturers' Association of Boston.

RULES AND REGULATIONS ADOPTED BY THE I. U. OF B. M. AND
I. S. B. OF BOSTON AND VICINITY, TO GOVERN THE DIFFERENT
SHOPS.

ARTICLE I. All work appertaining to old work to be recognized the same in the shop as outside.

ARTICLE II. All men going on work outside the shop to have none but union help.

ARTICLE III. That none but union men be employed at any time either in the shop or outside; in case of large jobs the men to work nights if required to get it through.

ARTICLE IV. That no boiler-maker be asked to do other than boiler-maker's work.

ARTICLE V. On and after April 10, 1893, nine hours shall constitute a day's work, and eight on Saturday, with the same pay as we receive for ten hours.

This notification was considered at a meeting of the association, consisting of about twenty-one firms and corporations doing business in Boston and the vicinity, and the following reply was sent: —

Messrs. R. McDONNELL and DAVID M. CHAISSON, *Committee Boiler-makers', Iron-ship Builders' and Assistants' Union of Boston.*

GENTLEMEN: — Replying to your communication of 6th instant, demanding certain concessions in the matter of work and wages, I am instructed by this association to say that it will not make these concessions, as the result of granting what you request would be simply the driving out of Boston of more than half the business in our line now done here.

The boiler manufacturers and iron-ship builders of Boston and vicinity are in continuous competition with those of other New England States, New York, New Jersey and Pennsylvania, where the hours of labor are longer than they are here, even under the present arrangements, and where the wages are lower than they are here; and this competition keeps the prices for contract work so low that very small profits result.

Should we grant your demands before the other manufacturers in the eastern section of the country adopt like conditions, serious injury to the members of your union must ensue. Your interests and ours are identical; they cannot be separated, and everything which is detrimental to the members of this association must, of necessity, injure the members of your union.

It is the intention and desire of the members of this association to treat the men in their employ as liberally, both as to hours of labor and wages, as other concerns in the country in our line of business treat their men; and if we are not now doing this I assure you that the changes required to meet these conditions will be made without delay. It does not seem reasonable for you to demand more.

Yours, etc.,

ALFRED E. COX, *President.*

A general strike followed on April 10, and on the 15th invitations were sent by the Board to the representatives of both parties to meet in conference in the presence of the Board. At the time named, Mr. Cox appeared, saying that he came as an individual employer and not representing any one else. The workmen were represented by a committee of eleven, who said that they represented every shop involved in the strike, but had no power to agree to a settlement. The workmen began by formulating

five demands, but these were by discussion reduced to one: That there should be a nine-hour day without reduction of wages. Since it appeared that no one was authorized to make a final agreement, the Board suggested that the association of employers consider the advisability of agreeing to the nine-hour day, without reduction of wages, and fix some day in the future on which the agreement should take effect. Mr. Cox undertook to present the suggestion to his association.

On the 22d the Board was notified that at a meeting of the manufacturers' association held on the preceding day it was voted that "If the men return to work at once, upon the present basis, an agreement in writing will be made as soon as practicable, and not later than July 1, 1893, for a nine-hour day without a reduction of wages."

This proposition, when laid before the boiler-makers' union, was not received favorably, objection being made to postponing the change to so late a day, when it was believed that some of the manufacturers were ready to make the change at once.

Immediately after the action of the union became known, conferences took place between the union committees and individual employers,

and, one by one, agreements were made which provided for a nine-hour day, without reduction of wages, to take effect in some shops on May 2, 1893, and in others on Sept. 1, 1893. The agreements were to stand for two years, either party being entitled to three months' notice of any proposed change.

KENNY & CLARK—BOSTON.

An application was received on May 3 from the stablemen employed by Kenny & Clark of Boston, livery-stable keepers, alleging that “an excessive amount of labor is required for the compensation paid, the men working seven days for \$10, and would respectfully represent that \$11 is a reasonable remuneration and is now paid for similar work by some of the largest concerns in the business.”

The workmen requested the services of the Board to bring the matter to the attention of their employers, and accordingly the Board called upon the firm and laid before them the application of their men. The firm replied that the demand came from men employed in their new stable on the Back Bay and could not be complied with for good business reasons, and because in the regular course of things business would be much reduced in that stable in the following two or three weeks, so that many of the men would be discharged for want of work. It was stated also that the wages

then paid were fair, and fully up to the wages paid by their competitors.

The result of the interview was reported to the representative of the workmen, and the matter was allowed to subside without further action.

ARLINGTON MILLS—LAWRENCE.

The Board was notified by telegraph on May 6 of a strike of two hundred weavers employed in the Arlington Mills at Lawrence, and at the same time the presence of a member of the Board was desired at a meeting to be held on that day. The request was complied with, and a written statement was presented alleging that the cause of the strike was a proposed reduction which was to take effect on May 15. The interposition of the Board was asked, and accordingly the Board called on the treasurer of the corporation at Boston. He confirmed the report that reductions were to be made on some qualities of goods, amounting to about ten per cent. He stated that the reduction was made for business reasons, and to equalize more nearly the earnings of the weavers. It was claimed that, even under the reduced prices, the weavers could earn at least five per cent. more than was earned in other mills for work substantially the same. He declined to re-establish the old prices or to pay

any premium, and as the employees had seen fit to strike, he would not consent to any arbitration, but unless they returned to work he should either discontinue the making of the fabrics in question or hire other weavers.

The result of this interview was reported promptly to the weavers interested, the Board saying that while the Board could not properly approve of any particular rate of wages without an investigation into all the circumstances, yet there was no hesitation in advising and urging a careful consideration of the whole situation, with a view to such a conclusion as would be of the greatest practical advantage to them.

After due consideration it was voted to return to work on the tenth; and the controversy came to an end.

SMITH & ANTHONY STOVE COMPANY —
WAKEFIELD.

On May 8, fifty-two moulders employed by the Smith & Anthony Stove Company, at Wakefield, went on a strike for an increase of 10 per cent. in their wages. On the 10th the Board called upon the officers of the company in Boston, and subsequently an interview was had with the representatives of the striking workmen at Wakefield.

It appeared that there had been some discussion of the question carried on between Mr. Anthony and a committee of the workmen before the strike, but without any result.

The company said that business was dull, competition sharp, and while they were willing to do anything reasonable, they could not afford to pay the wages demanded. The company did not care to start up the works for a fortnight at least, and the men appeared so confident of carrying their point that they did not feel the need of any advice upon the subject; consequently the Board went no further.

Subsequently the Board learned that the men returned to work on July 19 with an increase of wages amounting to 3 per cent. for those who did piece-work. The day hands received the same wages as before.

PLUMBERS' STRIKE—LYNN.

In April last, the Plumbers' Union, No. 77, of Lynn, framed articles of agreement which they desired to take effect on May 1, 1893, and were presented to the several employers of that city for their consideration.

The articles proposed were as follows: —

Prices.

1. First-class men shall receive as wages three dollars and seventy-five cents (\$3.75) per day.
2. Second-class men shall receive as wages three dollars and twenty-five cents (\$3.25) per day.
3. Junior plumbers shall receive as wages three dollars (\$3.00) per day.

Tinsmiths and Gasfitters.

4. Tinsmiths, steamfitters and gasfitters shall not be employed on plumbing work of any kind under any circumstances whatever.
5. The usual hours of labor shall be from 7 in the morning until 5 in the afternoon, allowing one hour for dinner, except on Saturday, which shall be from 7 in the morning until 4 in the afternoon, allowing one hour for dinner.

6. All work outside of the usual hours shall be paid for as double time, namely, night work, Sundays, Washington's Birthday, Fast Day, Decoration Day, July 4, Labor Day, Thanksgiving, Christmas and all other holidays not mentioned. Travelling expenses, board and lodging shall be paid where work is done outside of said Lynn.

7. Eight hours shall constitute a day's work on Saturday, without reduction of pay.

8. No helper shall be allowed to work with the tools, at any time, under any circumstances whatever.

9. Union shops shall employ none but union men, and union men shall work for none but union shops.

On the adoption of this agreement, all previous agreements shall be null and void.

The agreement was signed by a few firms, but most of the master plumbers met and formed an association, and on April 29th notified the union of a request for two weeks more time in which to consider the propositions. Thinking that this was simply a plan to gain time, the union voted to go on strike on May 1 in all shops which had not by that time signed the agreement. Accordingly on that day a strike occurred affecting about thirteen separate firms or individual employers; and on the same day the Tinsmiths' Protective union voted to sustain the action of the plumbers.

Things drifted along for ten days, and then the State Board called upon parties to both sides of the controversy, discussed the situation fully with them and urged the advisability of a conference and settlement. The suggestion was received with favor by all with whom the Board came in contact, and on the 12th formal letters were sent to the employers' association and to the plumbers' union, inviting them to meet each other in the presence of the State Board on the 16th instant. On the evening of the 15th, however, the Board was notified that on that day a settlement had been agreed to by the parties interested.

FAUNCE & SPINNEY—LYNN.

In May, the firm of Faunce & Spinney, of Lynn, shoe manufacturers, proposed to their employees, or some of them, a change from payment by the week to payment by the piece, and the cutters struck.

On the 11th the Board called upon the firm, and subsequently upon the representative of the cutters' union, and assisted in arranging a meeting on the following day.

Subsequently a settlement of the difficulty was reported to the Board.

W. L. DOUGLAS SHOE COMPANY—BROCKTON.

An application was received on May 15 from the W. L. Douglas Shoe Company of Brockton, and the workmen employed as finishers, requesting the Board to fix prices for certain parts of the work of finishing heels and bottoms.

The following decision was rendered on August 2:—

In the matter of the joint application of the W. L. Douglas Shoe Company of Brockton and its employees.

PETITION FILED MAY 15.

HEARINGS MAY 19, 27, JULY 24.

The questions submitted in this case arise out of the desire of the company to make some changes in the method of work in the bottom-finishing department. All the items submitted, and set forth in the list hereinafter recommended as the decision of this Board, relate to Goodyear work, except the last item, which refers expressly to the cheaper grade of work, known in this factory as the \$3 shoe.

After giving the case as careful consideration as was practicable, where the opportunities for

comparison were very limited, and the information obtained difficult of application to the matters in hand, the Board recommends that the following prices be paid in the factory of the W. L. Douglas Shoe Company, at Brockton:—

	PER 24 PAIRS.
Filing top-pieces,	\$0.03
Copperasing and scouring heel-edges, Rockingham machine, .	.09
Blackening heel-edges, . . . . .	.02½
Stoning heel-edges, Rockingham machine, once, . . . .	.05
Putting on heel-key, . . . . .	.03
Scouring bottoms and top-pieces, . . . . .	.17
Blackening top-pieces, . . . . .	.02
Brushing and rolling top-pieces, . . . . .	.04
Cutting shanks, . . . . .	.03
Wetting down foreparts, . . . . .	.08
Gumming bottoms, . . . . .	.07½
Polishing bottoms, . . . . .	.07½
Blackening shanks, new method, . . . . .	.06
Burnishing shanks with hot iron and wheeling breast and ball,12
Faking and brushing shanks,05
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Blackening shanks, new method, cheaper grade,05

It was agreed by the representatives of both parties in the presence of the Board, that in case of any change or additions to the work described in the items submitted, prices shall be made by agreement of the company with the representatives of the finishers' union, or by the State Board of Arbitration.

Result. The decision was accepted and acted upon by all concerned.

E. W. MURRAY — BOSTON.

On May 17, fourteen men employed by E. W. Murray, stable-keeper, 13 Stanhope Street, Boston, struck because of the refusal of their employer to pay them an increase of \$1 per week for their services. Five days later a request was made in behalf of the men for the interposition of the Board, and a visit was paid at the office of the employer. He said that he had declined to treat with "outside parties" assuming to represent his late employees, who had left him without trying to have an interview with him. He frankly stated, however, for the information of this Board, that he was paying his men \$10 a week and that he could not afford to pay any more. New men had been hired, and there was nothing to be settled so far as he was concerned.

The substance of the interview was reported to the representative of the former employees, and the Board has not heard anything further about the matter.

BURWELL SHOE COMPANY—LYNN.

A strike occurred in the shoe factory of the Burwell Shoe Company, in Lynn, on May 22, all the employees, fifty or sixty in number, going out because of the introduction of a cheaper grade of goods at lower prices. On the 26th the managers of the company were called upon by a member of the Board and were found to be favorably inclined to the experiment of a "free shop." Some of the strikers also, and their representatives, were seen, who expressed their determination not to settle except upon a "Lynn basis," unless it should be agreed to submit the case to arbitration.

The Board heard nothing further about the matter.

CHIPMAN, CALLEY & CO. — ROCKLAND.

On May 27, 1893, notice was received from the selectmen of Rockland that a strike had occurred in that town on the 24th instant, involving the firm of Chipman, Calley & Co. and the lasters in their employ. On the 29th the Board sought and obtained an interview with the superintendent at the factory, and subsequently with the agent of the workmen. It appeared that the lasters had demanded an increase for lasting Goodyear shoes, viz., from 8 cents to 9 cents, and from 9 cents to 11 cents, according to grade. The superintendent proposed to submit the matter to arbitration, but the workmen refused to agree to that course. After this, lasting machines were set up and new workmen hired.

A conference being suggested by the Board, the superintendent said that he would attend such a conference as was proposed, if the Board should so advise, but that he could not at that stage of the business agree to anything which would conflict with the obligations which he had assumed

in filling the places of the strikers with new men. The workmen, through their agent, expressed confidence in the justice of their demand, but said that the question of attending a conference, under the circumstances, must be referred to their advisory board. A little later, both parties were notified that, under the conditions which then existed, it would, in the opinion of the State Board, be idle to attempt a settlement through a conference, and that the Board would await a more favorable opportunity.

The Board is informed that the conditions at the factory have continued without change, and barring some disagreeable occurrences at first, the firm have been well satisfied with the results attained.

B. F. STURTEVANT COMPANY — BOSTON.

A strike occurred on June 12 at the works of the B. F. Sturtevant Company of Boston, manufacturers of blowers and steam engines. The demand was that the employees should have a nine-hour day, with the same wages as they were then receiving for ten hours. The works were closed down, and the opportunity was availed of for taking account of stock and clearing up. On June 26, after some informal preliminary interviews with the parties concerned, the Board called at the works and received from the superintendent information of the state of affairs.

The Board was informed that the manager, Mr. Foss, had proposed to the workmen, as a basis of settlement, the following :—

1. That the men return to work at the nine-hour day basis, with a reduction of one hour's wages.
2. That those of the men who wished to earn the same rate of wages as before the strike be permitted to work ten hours per day.

3. That all matters now in dispute between the men and the company be submitted to the State Board of Arbitration, whatever the Board decide to be accepted by both sides to the controversy.

The workmen did not see fit to accept the proffered terms, and, business being dull, the company was waiting for new developments.

The workmen were visited at their headquarters, where a meeting was in progress. After some discussion, it was voted to offer to return to work on the basis of fifty-four hours a week, with pay for fifty-seven hours.

The question of arbitration was postponed until a reply should be received from the manager to this proposal. On the same day a printed circular was issued by the manager stating that, "owing to the scarcity of orders, the works will remain closed for the present." The workmen were also informed by the same circular that if work should be resumed in the near future it would be impossible to re-employ all who had gone out.

After about a month of idleness the works were reopened; in process of time a sufficient number of workmen were hired, and most of the old employees eventually returned without any formal action by their organization.

BARNARD & GRAY — BOSTON.

On June 13 a member of the firm of Barnard & Gray of Boston, stable-keepers, informed the Board informally that the stablemen employed by them had struck for an increase of \$1 per week, and had returned to work upon a temporary concession of their demand. The firm, however, as was alleged, could not afford to pay the new wages, \$11 a week, and were considering the advisability of calling in the State Board.

Desired information concerning the Board's methods of proceeding was furnished, and a conference suggested as the best way to effect a settlement, provided the firm should, upon further consideration, deem it necessary to move in the matter.

No further action was requested.

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RICE & HUTCHINS—BOSTON.

The following decision was rendered on Oct. 7, 1893:—

In the matter of the joint application of Rice & Hutchins, and the treers employed in their Boston factory.

PETITION FILED AUGUST 31.

HEARINGS SEPTEMBER 5, 11, 13.

In this case the firm asks for a reduction in prices paid for treeing shoes, by reason of improved methods recently adopted in the factory. The workmen on their part desire that specific piece prices be fixed for boot-treed work. After due consideration the Board recommends that the following prices, based upon the methods now in use in the factory, be paid in the Boston factory of Rice & Hutchins:—

	PER DOZ. PAIRS.
Kip Bluchers,	\$0.16
Kip Creedmore, . . . . .	.16
Kip drivers, . . . . .	.16
Kip Arbiter, . . . . .	.16
Kip Oxford, . . . . .	.16
Veal calf Plymouth Rock Creedmore, . . . . .	.18
Split Blucher, . . . . .	.16
Split Pedro, . . . . .	.16
Split Creedmore, . . . . .	.16

PER DOZ PAIRS.

Kip Alaska,	\$0.16
Split Alaska, . . . . .	.16
Veal calf 3-buckle drivers Oxford, . . . . .	.16
Split Bals, . . . . .	.16
Veal calf Creedmore, . . . . .	.16
Split plow shoes, . . . . .	.16
Split brogans, . . . . .	.16
Veal calf pioneer walking Bals, . . . . .	.18
A. calf Bals, . . . . .	.16
Bronko Kaf Bals, . . . . .	.20
Bronko Kaf Congress, . . . . .	.20
Elkskin walking Bals, . . . . .	.20
Elkskin Congress, . . . . .	.20
Riggs calf, . . . . .	.20
Veal calf Dixie tie, lined, . . . . .	.18
Veal calf comfort tie, lined, hand welt, . . . . .	.20
Split Creoles, . . . . .	.16
P. calf brogans, . . . . .	.18
Hand-welt shoes, boot-treed, . . . . .	.42
High-cut drivers, boot-treed, . . . . .	.50
Kip comfort tie, boot-treed, . . . . .	.33
Calf California driver, boot-treed, . . . . .	.45
Drillers' Balmorals, boot-treed, . . . . .	.33
Low-cut calf Oxford, boot-treed, . . . . .	.33
Kip 3-buckle drivers, boot-treed, buckles to be put on after treeing, . . . . .	.33
Treeing samples, per hour, . . . . .	.30

Result. The decision was accepted and acted upon by all concerned.

LEONARD & BARROWS — MIDDLEBOROUGH.

On September 13 a notice in writing was received by the Board from John D. Dullea, representing stitchers lately employed by Leonard & Barrows of Middleborough, shoe manufacturers, stating that on August 23 the firm had locked out their stitchers because of their refusal to work at reduced prices, and requesting the intervention of the State Board.

On September 18 the Board went to Middleborough, called upon the firm at the factory, and subsequently met a large number of the stitchers and their agents. The facts of the situation did not encourage the belief that any settlement could be effected except upon the lines previously laid down by the firm. Advice of a general nature was given, and later, on October 6, the agent of the stitchers requested that the Board give a public hearing in Middleborough. After due consideration the Board decided that such a course would not be likely to produce any good result and that it was not expedient to have such a hearing.

Accordingly the following letter was addressed to the agent of the stitchers: —

COMMONWEALTH OF MASSACHUSETTS.

STATE BOARD OF ARBITRATION,
13 BEACON STREET, BOSTON, Oct. 7, 1893.

Mr. JOHN D. DULLEA, *representing stitchers lately employed by
Leonard & Barrows of Middleborough.*

SIR:—Upon the application presented by you on September 13, alleging that a lockout had occurred, the Board went to Middleborough on September 18 and were met by a considerable number of the stitchers and their representatives, and subsequently called upon the firm.

It appeared that the decision rendered by this Board in March last, concerning prices for stitching in this factory, had been adhered to by all concerned down to the date agreed upon, July 1, 1893; that on or about August 2, the firm began to close down, and about the middle of the month work in all the departments had stopped. On or about the 23d of the same month, the firm sent for the stitchers and notified them of proposed reductions on thirteen items which were specified, and the operators were requested to signify their consent to work under the changed list by signing a paper, or at least by giving their names to the foreman. The stitchers objected that under the Board's decision they had submitted to material reductions in their earnings, and thought it hard to cut them down further; but said that if the firm was influenced by the general stringency in

the money market or the prevailing depression in business, they would submit to the further reductions demanded, provided the reductions might be considered temporary and not to be insisted upon when business should become better.

The answer of the firm was that their work must be done at the reduced rates, that they could get their work done at Lynn at the reduced prices, and no encouragement was offered that the wages would be restored at any time.

The operatives were unwilling to do this, and have not worked in the factory since. The Board found a few inexperienced stitchers at work, but orders were not pressing and the firm professed not to be greatly embarrassed for want of help, although they said that they would like to have most of their old employees back again.

After calling upon the firm, the Board reported to the stitchers the substance of the interview, setting forth the uncompromising attitude of the firm, and counseling a wise moderation, considering the dulness of trade and the comparative abundance of cheap and unskilled labor in the town. The Board said further that from all the information obtained, the prices paid before the shutdown, under the Board's decision, were not, in the opinion of the Board, excessive; and it was not contended by the firm that anything had occurred in their business since the Board's decision was rendered which called for a further reduction in the wages of the stitchers;

but they well knew that it was sometimes necessary to submit to unfavorable conditions because one is obliged to do so, and that it would be well for the stitchers to view the situation in all its aspects and calmly decide what is, on the whole, the best course for them to take, always hoping for an improvement in the near future.

In conclusion, the Board is unable to give any further or different advice at the present time.

Yours respectfully,

BERNARD F. SUPPLE, *Clerk*.

By order of the Board.

Soon after the receipt of this letter, the union stitchers all applied for work at the prices named by the firm, and the controversy was settled.

THOMAS G. PLANT COMPANY—LYNN.

In the latter part of August a controversy arose in the shoe factory of the Thomas G. Plant Company, at Lynn, concerning the wages for setting edges.

On August 23 the workmen in this department were notified that the price to be paid in the future for fair stitch, set twice, on Union machine, would be \$1.20 per case; for red and black fore parts, \$1.05 per case; and for plain black edges, 60 cents per case. The men refused to accept these prices and struck, being joined subsequently by some of the trimmers and randers. The firm thereupon set up four machines of a different make, and established a list of prices supposed to be fair for the new machines. Then the joint board, representing several organizations, presented a price-list for the new machines, which the company declined to accept, for the reason that, if adopted, there would be no saving on the new machines. Then the new men employed quit work, and subsequently the machines were removed and the

Union machines restored. No work was done for some days, until on September 12 the cutters were again set to work.

On the day following, the company proposed to the edge-setters that they return to work at the old rates. The edge-setters insisted that, as a condition, one member of their union who had not joined in the strike must first be discharged. The company then gave notice that all who did not appear on the morning of September 15 would be considered discharged, and any man who remained, or returned to work would be protected and provided with steady work. By this time all departments were affected by the controversy, which in the beginning was with the edge-setters alone, and on September 19 all union employees were ordered out of the factory.

Then the following notice was published in the newspapers: —

NOTICE.

LYNN, MASS., Sept. 14, 1893.

To the Employees of Thomas G. Plant Company: —

This shop will start up Friday morning at 7 o'clock. All workmen in our employ, and who wish to continue in the same, will report promptly at that hour. All workmen not at the shop at 8 o'clock A.M. and ready to go to work will consider themselves discharged, and will please take their kits and call at the office for what money is due them.

We will run our Union edge-setting machine at prices same as we have always paid. At these prices the four workmen who are now on strike have averaged this past season, from January 1 to July 1, \$24, \$25, \$25, \$34 per week, which includes holidays and all other time which they have lost during the six months, which we consider fair pay for down-trodden workmen.

We propose to fill these places and all other places where workmen throw up their job, and pay the prices that are already established at this factory.

Every man who concludes to remain at his post we will assure our protection and steady work whenever there is work.

THOMAS G. PLANT COMPANY.

THOMAS G. PLANT, *President*.

We wish to state to the public that whatever has been published in the Lynn "Daily Item" as to information concerning this matter, the same has been entirely wrong, and in fact without any foundation whatever, and must have been invented by some over-bright young man connected with the "Item." In the future we trust that the "Item" will rely on our good feeling toward them sufficiently to give them correct information whenever we wish to make any statement to the press.

T. G. P. Co.

New workmen were hired in nearly all the departments and operations were gradually resumed throughout the factory.

The State Board, having received an informal notice of the strike, called on the 21st upon both parties to the controversy and made arrangements for a conference with the Board on the following day. At the conference the whole matter was fully discussed, and the company was induced to make a proposal for a settlement involving the re-employment of all the former operatives, which the Board urged the committee to accept. The committee thereupon expressed themselves favorably to a settlement, but said that for want of authority they must refer the question to the larger body of which they were a part. The company's proposal having been referred to a meeting held on the evening of the same day, was rejected, and all attempts at a settlement were for the time ended.

On September 27 the factory was apparently in full operation and producing results satisfactory to the employer. The strike drifted along aimlessly into November, when it was practically declared off. All the old employees, with few exceptions, applied for work, and most of them were reinstated.

Subsequently, on December 12, the Board was called upon by general officers of the Knights of Labor for the purpose of obtaining information

concerning the case. The information in the possession of the Board was furnished them, with such suggestions as appeared conducive to an amicable understanding with the company. It is understood that, at the time of writing this report, the company is running a "free shop."

NEW ENGLAND PIANO COMPANY—BOSTON.

In the latter part of September the manager of the New England Piano Company of Boston notified his employees of a reduction in wages and requested them to enter into an agreement in writing which read as follows:—

I, the undersigned, in consideration of employment to be furnished me by Thomas F. Scanlan, doing business under the name of the New England Piano Company of the city of Boston, hereby covenant and agree with said company that all money which may accrue to me as wages against said company by reason of said employment shall be paid by me to said company at such times and in such amounts as shall be most agreeable to said company. And upon all payments of money to me made by said company I agree to accept the same and give to said company a sufficient receipt therefor. And in and for the consideration aforesaid I further covenant and agree with said company that I will neither make claim upon nor cause an action of law to be brought against said company (within year from the date of this agreement) for any money which may accrue to me

against said company by reason of any work or labor performed by me for said company.

In testimony whereof I hereto set my hand and seal
this day of 189 .

Some of the employees signed the agreement, but the wood-carvers as a body objected, and quit work on September 25, claiming that they were locked out.

The Board received an informal notification on October 2, and on the following day, after learning the views of the workmen, called on the manager of the company. The objections to the form and substance of his proposed agreement were related to him, but he said that he must adhere to the course already laid out, which he considered to be necessary in the disturbed conditions of trade and finance existing at the time; but at the same time he expressed his willingness to accept some modifications of the written instrument. More particularly, he said that he would reinstate without discrimination all the wood-carvers who were then out, under such arrangements as to amount of work required as might be jointly agreed to by the foreman and the representatives of the workmen; that he would guarantee that a fair average carver should earn not less than \$15 in a week of fifty hours; and that

he would accept a written guaranty from the union that so far as its influence and control over the men extended, the carvers employed by him would not annoy or harass him, if during a period of six months, for business reasons, such as the then existing depression or stringency in the money market, he should fail to pay them the full amount of their wages, as he had heretofore done and as to the best of his ability he should continue to do.

The Board advised the union to accept the form of agreement as modified, but the union was averse to signing any paper in the nature of a contract of the kind proposed, and presented a draft of their own which was promptly rejected by the company.

So far as the Board is informed, no settlement has since been reached.

PLYMOUTH ROCK PANTS COMPANY—BOSTON.

On or about September 8 the cutters employed by the Plymouth Rock Pants Company of Boston were notified of a reduction in wages, and at the same time each cutter received a communication of the following tenor:—

Boston, Sept. 8, 1893.

We are unwilling to treat with you through any union that you may belong to. We desire to treat with our cutters individually. If you desire to retain your present position, will you please sign the memorandum below, and hand it to Mr. Hawes before 12 o'clock Saturday?

Yours truly,

THE PLYMOUTH ROCK PANTS Co.

I hereby signify my willingness to continue to work as cutter at prices of 12 cents for pants, 11 cents for vests, 17 cents for coats, 20 cents for overcoats; hoods and capes, 5 cents each, and opening, 5 cents.

Some negotiations were had with a committee or with individuals, which led to the following letter:—

OFFICE OF THE PLYMOUTH ROCK PANTS COMPANY,

11 to 25 ELIOT STREET, BOSTON, MASS., Sept. 22, 1893.

Mr. O'BRIEN, *for the Cutters.*

DEAR SIR:—Our *final* conclusion in the matter is that we must adhere to the prices that you are now working on. This is going to be a hard fall, and we think it a good deal wiser to put some extra money into the cost of getting the business, rather than into the expense of the goods. This works to your benefit, we think, more, because the more business we get the better for you. As an indication of this, we beg you to notice the many new names of places on the tickets. We shall ask you to give us before 10 o'clock to-morrow a paper signed by each individual, as we before requested; or, if it is an advantage to you, a paper signed by a committee for the cutters.

Our position toward your union is this, as we have constantly repeated: We look upon it simply as an organization that you have a right to belong to as American citizens, just as if you belonged to the Odd Fellows or the Masons, and we are not raising any objections to your belonging to it; but we do not belong to it, and we do not wish to have any relations with it.

Respectfully,

THE PLYMOUTH ROCK PANTS COMPANY,

per C. S. MILLER, *General Manager.*

I believe the coat cutters had an advantage over the pants cutters under the old schedule and that at present they are more equal. You can see Mr. Hawes' figures on this.

The cutters refused to abandon their organization, and quit work on September 29. Other workmen were hired, and the State Board was notified of the controversy, albeit somewhat late in the day. On October 4, the Board, after learning the views of the workmen, obtained an interview with the manager of the company, who exhibited his cutting room, apparently fully supplied with workmen. They were said to be earning on an average \$20 a week, and the company did not know of any controversy which affected their business injuriously or which called for any efforts at a settlement. The result of the Board's inquiries was reported to the workmen for their consideration.

Subsequently, on November 1, the Board, acting by request of some of the workmen who needed and desired work, called upon the company and had an interview with one of the officers, who said, in answer to inquiries, that the company had no objection to re-employing their former cutters and would willingly do so upon application, as vacancies might occur.

MASSACHUSETTS COTTON MILLS—LOWELL.

In the month of September the employees in the several departments of the Massachusetts Cotton Mills of Lowell were notified by the agent that a reduction of wages amounting to about eight per cent. would take effect on September 25. This action was taken in conjunction with other corporations in the city, and was generally acquiesced in. The mule spinners, however, in the Massachusetts Mills refused to accept the reduction, on the ground that their wages were already too low as compared with the wages paid in other manufacturing cities for work of similar quality and amount.

The matter was discussed at meetings of the spinners' union, and at length, on October 7, it was voted to strike against the reduction, which had already gone into effect on September 25, according to the announcement previously made. When it came to the knowledge of the State Board that a strike was threatened, communication was had with the representatives of the workmen

and they were requested to postpone the strike at least until after the Board could meet them and see the agent of the corporation. This request was complied with, and on October 16 the Board went to Lowell. The matters in controversy were fully discussed with a committee of the union, and an interview was also had with the agent of the mills. The latter stated the circumstances which led to the reduction and the necessity therefor from his point of view. He said in effect that there was nothing to arbitrate upon; that the reduction had actually gone into effect; that the wages of the spinners in the Massachusetts Mills compared favorably with other mills in Lowell and the vicinity.

Upon all the information obtained, the Board was convinced that there was an understanding among the several mill corporations which would cause them to stand together in case the spinners in any one mill should strike against the reduction which had been agreed upon.

The committee of the union having expressed through the State Board a wish to meet the agent and discuss the matter with him, the workmen were requested not to strike until the agent's consent or refusal had been received.

On the 21st the Board received a letter from

the agent saying that he had not understood that the Board expected any further communication from him, and adding, "Having received a committee of my spinners and explained my position on the wages question to them, and later to yourselves, I must decline to discuss it further with any one else."

A copy of this letter was at once sent to the representatives of the union, and later, on October 23, the Board expressed its views of the situation in the following letter of advice:—

COMMONWEALTH OF MASSACHUSETTS.

STATE BOARD OF ARBITRATION,
13 BEACON STREET, BOSTON, Oct. 23, 1893.

MESSRS. THOMAS F. CONNELLY and JAMES DONELLY, *representing
the Mule Spinners' Union, Lowell, Mass.*

GENTLEMEN:—You are aware that on October 16, the Board, in the performance of its legal duty, and without application from any one concerned in the controversy between your union and the Massachusetts Cotton Mills, visited Lowell, and, after conferring with you, called upon Mr. W. S. Southworth, the agent of the mills.

The facts obtained by us may be stated briefly thus: In September last a printed notice was posted in the Massachusetts Cotton Mills, stating that by reason of depression in trade a reduction of wages had become necessary and would take place on September 25, and,

on or about the date named in the notice, itemized lists of the reductions in the several departments were made known to the employees. This action of the corporation was in accordance with an agreement entered into by all the mills of Lowell, and it was understood that, with certain limitations as to the employees who were paid at the lowest rates, the reduction would be general and uniform throughout the city.

We have not considered it necessary or advisable to make inquiries as to what has been done by other mills in accordance with this understanding, but it appears that the reduction was applied to all departments in the Massachusetts Cotton Mills, and has been acquiesced in, though unwillingly, by all except the spinners. The reduction of the spinners' wages amounted to eight per cent., and is objected to on the ground that even prior to the reduction they were paid less, spindle for spindle, than the spinners employed in New Bedford, Nashua, and other manufacturing cities received for work of a like quality and amount on goods of a similar grade. Under the reduction the spinners in the Massachusetts Cotton Mills receive about \$10.25 a week, while it is alleged that in other places spinners can earn \$12 and upwards under similar conditions.

Reasons are given by the manufacturers why, in their estimation, the rate of wages in Lowell ought to be less than in the cities quoted, but it is not necessary for us to consider now which side has the best of the argument on this question. If the question had been submitted by

the parties to the judgment of the Board, it would then have been the duty of the Board to make a thorough investigation of the subject, with the aid of expert assistants, and decide what, on the whole, were fair wages; but the case does not come to us as a board of arbitration, but rather calls for measures of conciliation and for friendly counsel. The agent of the mills has met a committee of the spinners, his employees, and discussed the reduction with them, and has also talked the case over with this Board. His views are summed up in the statement that the corporation is bound by an association with the other mills, and that this particular corporation cannot afford to pay more than the reduced wages and continue to run the machinery. Under these circumstances the responsibility of acting wisely rests upon you and the organization which you represent, and upon the spinners employed in these particular mills. A reduction is never a pleasant thing to the employees, but the Board has no hesitation in advising the union and the spinners in this case to submit to what appears to be a disagreeable necessity, taking into consideration the general depression in business, the near approach of winter and the already too large numbers of unemployed men and women in all our cities.

It should be borne in mind that this advice is proffered not merely because the Board is averse to strikes and lockouts on general principles, but on any grounds of policy or expediency it would be hard to find a worse time for a strike than the present.

The employees in other departments have accepted the reduction and are entitled to consideration at your hands. It seems fair to assume that a strike of the spinners in these mills would stop all the other departments, at least for a time, and no one can foresee to what extent the conflagration might extend if once started under the auspices of your organization, which, rightly directed, has so many opportunities for benefiting the workmen who belong to it. You will perceive that the advice of the Board is based not upon the merits of the reduction, not upon any opinion that the wages are fair. No opinion is expressed upon that subject, because in truth it is not open. The statement must be dealt with as we find it, practically and in such a way that the operatives and their friends may not be filled with vain regrets when it is too late to advise or help them.

Respectfully yours,

BERNARD F. SUPPLE, *Clerk.*

By order of the Board.

Fortunately for all concerned and for the general welfare of the city of Lowell, the spinners, at a meeting of their union held on November 3, voted to accept the advice of the Board, and the question of a strike was indefinitely postponed.

STRIKE OF GARMENT WORKERS—BOSTON.

On October 28 the Board received from members of the Clothing Cutters' and Trimmers' Union of Boston the following letter, addressed to their union:—

To the Clothing Cutters' and Trimmers' Union.

Your body is no doubt aware of the boycott at present existing against the majority of the wholesale clothing merchants in Boston, the practical operation of which, we assume, is to drive more or less business from our market to other cities outside the State, and in so far as that is concerned we take it for granted your organization is interested.

The satisfactory and honorable relations existing between the union and the clothing merchants in the past lead us to inform you of the present deplorable condition of the trade in Boston and to notify you that, unless this boycott is removed, the merchants of Boston, through self-protection, will be forced, at least for a time, to suspend all manufacturing operations, including, of course, cutting and trimming.

Most respectfully,

THE EXECUTIVE COMMITTEE OF THE
CLOTHING MANUFACTURERS' ASSOCIATION.

Boston, Oct. 27, 1893.

This letter accompanied an application signed by John P. Lane and John E. McKenna, members of the Clothing Cutters' and Trimmers' Union, stating: "We are informed and believe that a lockout in Boston, in this Commonwealth, is threatened, involving the Clothing Manufacturers' Association of Boston and their employees. Said association comprises about thirty firms or corporations engaged in the manufacture of men's, boys' and children's clothing; that about seven thousand persons are employed in Boston by the firms composing the association, besides many more in other places." It was further stated that according to the information and belief of the applicants "the lockout is threatened because of a boycott which is in operation against the majority of the firms in the association;" and the services of the Board were requested for a settlement.

The Board at once called upon the president of the manufacturers' association, who said, in answer to the inquiries of the Board, that the letter of October 27, a copy of which was given above, was rightly taken to foreshadow a general shut-down in the trade in Boston unless the boycott should be stopped.

An interview was also had with a committee of the garment workers, and in consequence of

these interviews the Board invited both parties to meet, by their respective committees, in the presence of the Board for a conference with a view to an agreement. This meeting took place on November 3, and was renewed on November 6.

It appeared that the boycott had been in operation for several weeks and was carried on by means of printed circulars sent to the customers of the Boston manufacturers, which stated, either directly or by implication, that the particular firm or company referred to was having garments made under conditions not conducive to health and cleanliness. These circulars were bitterly denounced by the manufacturers as untrue and injurious to the reputation for honest dealing which they had for many years enjoyed and which was highly valued by them. It appeared that legal proceedings had been instituted for the purpose of preventing the issue of the circulars, but this was not much dwelt upon at the conference with the Board, for the reason that the efforts of the Board must necessarily be directed solely to the settlement of the whole dispute.

Four propositions were presented by the committee of garment workers as the basis of an agreement to be entered into for one year. These propositions provided in effect that the members

of the association should have all their tailoring done in Boston as far as possible, and, conditions being equal, they should give the preference to Boston tailors on all garments; that the employees should be paid in full at the end of each week, and in case of the failure of a contractor to pay his men the manufacturers should withdraw their work from him until he should have given the manufacturer a bond or other satisfactory security binding him to pay his employees in full.

The foregoing stipulation would, in the opinion of the Board, have been agreed to, had not the union also insisted that the manufacturers should adopt the clearance-card system, and the union label to be attached to each garment. These two demands the manufacturers firmly declined to accede to, and therefore no agreement was arrived at.

The threatened lockout, however, did not occur, and later in January the committees met again to consider the matter of settlement, asking and obtaining from the Board a statement of the points discussed and formulated at the conferences before mentioned. At the time of making this report (February 1) there is a good prospect that the demand for the adoption of the union label will be dropped and an agreement fairly acceptable to all parties arrived at.

TIN AND SHEET IRON WORKERS—BOSTON.

About four hundred members of the Tin, Sheet Iron and Cornice Makers' Union of Boston went on strike November 6 to enforce a demand for a nine-hour day with minimum wages at \$3 a day. Two days later the several employers doing business in Boston met and voted, as the sense of the meeting, that on and after the first Monday of January, 1894, they would consider nine hours a working day. This was intended as a concession of the shorter day, with a postponement in order that contracts already made on the ten-hour basis might be completed without loss. This proposition was published in the newspapers and communicated by individual employers to their respective workmen, but no communication was sent to the union. It was not accepted, except in a few individual cases. The Building Trades Council took up the cause of the striking tinsmiths, and when, on November 10, the Board called on the committee of the workmen, the latter were found to be confident of success and did not feel the need

of the Board's services. The employers, however, with few exceptions, stood firm against the demands of the union, and, indeed, refused to recognize its existence; and as time went on the workmen felt more and more keenly the need of work for the support of themselves and their families.

At length the State Board renewed its attempts to effect a settlement, and this time the workmen responded on December 13, saying: —

The men have voted, as the sense of a meeting called for that purpose, that we have always desired the opportunity to place our case before the manufacturers, and to-day believe that an opportunity to meet the employers, either before your Board or under other circumstances, could not fail to result satisfactorily and harmoniously to both sides.

As a proof of our desire from the first, for harmony, we enclose the proposition issued to the employers, and which they have never acknowledged or stated their views or opinion of. Such a meeting that would allow the views of both sides to be exchanged could have but one result, — harmony.

A copy of the above was furnished to the employers through the officers of their association, and the Board invited both employers and workmen to a conference in the presence of the Board. In response to this invitation came on the day

appointed a committee representing the striking workmen and their union, and two members of the employers' association. The situation was discussed in its various aspects, and the workmen appeared desirous of coming to some agreement that would put an end to the controversy. But the employers were unwilling to recognize the union in any manner, and, so far as appeared, were well enough contented with the men they already had hired. They certainly did not manifest any interest in a settlement by agreement with the union.

So far as the Board is informed there has been no material change in the situation.

BOSTON NEWSPAPERS—BOSTON.

On December 9 applications were received from the Globe Newspaper Company, the Journal Newspaper Company, the Advertiser Newspaper Company and the Boston Herald Company. The applications were separate, but presented one and the same statement: "That Typographical Union No. 13, which assumes to make the scale under which our compositors work, refuses to confer with us on a scale for typesetting machines, involving, as we understand it, the question of the number of hours of labor per day and week."

Notice of the filing of these applications was at once given to Augustine McCraith, secretary of Typographical Union No. 13, and a request made that the Board should be informed what action the compositors would take with regard to joining in the applications. After some delay, the following reply was received:—

BOSTON TYPOGRAPHICAL UNION No. 13,

TYPO HALL, 724 WASHINGTON STREET, BOSTON, Dec. 26, 1893.

BERNARD F. SUPPLE, *Clerk State Board of Arbitration.*

DEAR SIR:—In answer to yours in reference to applications of certain newspapers, I am instructed to say:—

The “Boston Post,” the only newspaper using type-setting machine in this city at this time, is working under the scale to which aforesaid newspapers object, and since its adoption some months ago has made no complaint, and we are reliably informed is satisfied with the arrangement.

It is evident that the intention of the several managers of these papers, in asking for arbitration, is to secure a modification of this scale.

Such action, we are of opinion, would be unfair to the “Post,” and therefore cannot be allowed by us. It is true that your Board might also take this view of the matter; yet there is an element of risk which we would not be justified in assuming under the circumstances.

And, further, if, as the appellants claim, the present scale is impracticable, which we do not for one moment admit, this claim can be much better demonstrated by practice rather than theory, and therefore, if any changes must be made, we submit that we will be in a much better position to decide when these offices actually operate the machines, which they are not doing as yet; so that, as a matter of fact, there is nothing before us demanding arbitration.

Added to the above, we know, of course, one request of the employers is that the time of labor be increased one hour. As to this, the machines will throw out of employment a large number of men. With the already overcrowded labor market, such action would be decidedly inexpedient and ought not to be considered on the mere

statement, unsubstantiated by facts, that such a change is necessary.

Respectfully,

AUG. MCCRAITH, *Secretary.*

The effect of the above communication was to leave the newspaper companies exactly where they were before the Board was called in. But subsequently negotiations were resumed with good prospect of an understanding being arrived at.

J. W. THOMPSON & CO.—MILLIS.

On December 11 the Board went to Millis upon request of the firm of J. W. Thompson & Co., and some of their employees who objected to certain proposed reductions.

The factory had just started up, and a joint application was signed, by which it was left to the Board to ascertain and fix fair prices upon the items in question. The decision will appear in the report of next year's doings.

The foregoing annual report is respectfully submitted.

CHARLES H. WALCOTT,
RICHARD P. BARRY,
RICHARD E. WARNER,

State Board of Arbitration and Conciliation.

Boston, Feb. 1, 1894.

APPENDIX.

APPENDIX.

Laws providing for the settlement of disputes between employers and employees by means of mediation, conciliation and arbitration have been enacted in California, Colorado, Iowa, Kansas, Maryland, Massachusetts, Michigan, Missouri, New Jersey, New York, Ohio and Pennsylvania; but State boards have not been established for the purpose, except in Massachusetts, New York, California, Ohio and New Jersey. An act of the Legislature of the State of Michigan, approved July 3, 1889, authorized the Governor of that State to appoint a State board of mediation and arbitration, but thus far the Governor has failed to exercise the authority thus conferred upon him. The law of Colorado provides that when differences arise between employers and employees, threatening to result or resulting in a strike or lockout, it shall be the duty of the Commissioner of the Bureau of Labor Statistics to mediate between the parties to the controversy, if either party request his intervention. Similar powers are conferred upon the Commissioner of Labor Statistics of the State of Missouri, and he is also authorized, under certain circumstances, to form local boards of arbitration and act as the president thereof. The laws of Iowa, Kansas, Maryland and Pennsylvania simply authorize the courts to appoint tribunals of voluntary arbitration when the parties to labor disputes petition for or consent to their appointment; the jurisdiction of each of such tribunals being limited to the county or portion of the State in which the dispute may arise.

The law of Massachusetts concerning arbitration and

conciliation is as follows, being chapter 263 of the Acts of 1886, entitled "An Act to provide for a State Board of Arbitration, for the settlement of differences between employers and their employees," as amended by St. 1887, chapter 269; St. 1888, chapter 261; and St. 1890, chapter 385; also St. 1892, chapter 382:—

SECTION, 1. The governor, with the advice and consent of the council, shall, on or before the first day of July in the year eighteen hundred and eighty-six, appoint three competent persons to serve as a state board of arbitration and conciliation in the manner hereinafter provided. One of them shall be an employer or selected from some association representing employers of labor, one of them shall be selected from some labor organization and not an employer of labor, the third shall be appointed upon the recommendation of the other two: *provided, however*, that if the two appointed do not agree on the third man at the expiration of thirty days, he shall then be appointed by the governor. They shall hold office for one year or until their successors are appointed. On the first day of July in the year eighteen hundred and eighty-seven the governor, with the advice and consent of the council, shall appoint three members of said board in the manner above provided, one to serve for three years, one for two years and one for one year, or until their respective successors are appointed; and on the first day of July in each year thereafter the governor shall in the same manner appoint one member of said board to succeed the member whose term then expires, and to serve for the term of three years or until his successor is appointed. If a vacancy occurs at any time, the governor shall in the same manner appoint some one to serve out the unexpired term; and he may in like manner remove any member of said board. Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. They shall at once organize by the choice of one of their number as chairman. Said board may appoint and remove a clerk of the board, who shall receive such salary as may be allowed by the board, but not exceeding twelve hundred dollars a year.

SECT. 2. The board shall, as soon as possible after its organization, establish such rules of procedure as shall be approved by the governor and council.

SECT. 3. Whenever any controversy or difference not involving questions which may be the subject of a suit at law or bill in equity, exists between an employer, whether an individual, copartnership or corporation, and his employees, if at the time he employs not less than twenty-five persons in the same general line of business in any city or town in this Commonwealth, the board shall, upon application as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the said board shall cause a copy thereof to be filed with the clerk of the city or town where said business is carried on.

SECT. 4. Said application shall be signed by said employer or by a majority of his employees in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work without any lock-out or strike until the decision of said board, if it shall be made within three weeks of the date of filing said application. When an application is signed by an agent claiming to represent a majority of such employees, the board shall satisfy itself that such agent is duly authorized in writing to represent such employees, but the names of the employees giving such authority shall be kept secret by said board. As soon as may be after the receipt of said application the secretary of said board shall cause public notice to be given for the time and place for the hearing thereon; but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order; and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request.

When notice has been given as aforesaid, each of the parties

to the controversy, the employer on the one side, and the employees interested on the other side, may in writing nominate, and the board may appoint, one person to act in the case as expert assistant to the board. The two persons so appointed shall be skilled in and conversant with the business or trade concerning which the dispute has arisen. It shall be their duty, under the direction of the board, to obtain and report to the board information concerning the wages paid and the methods and grades of work prevailing in manufacturing establishments within the Commonwealth of a character similar to that in which the matters in dispute have arisen. Said expert assistants shall be sworn to the faithful discharge of their duty; such oath to be administered by any member of the board, and a record thereof shall be preserved with the record of the proceedings in the case. They shall be entitled to receive from the treasury of the Commonwealth such compensation as shall be allowed and certified by the board, together with all necessary travelling expenses.* Nothing in this act shall be construed to prevent the board from appointing such other additional expert assistant or assistants as it may deem necessary. Should the petitioner or petitioners fail to perform the promise made in said application, the board shall proceed no further thereupon without the written consent of the adverse party. The board shall have power to summon as witness any operative in the departments of business affected and any person who keeps the records of wages earned in those departments, and to examine them under oath, and to require the production of books containing the record of wages paid. Summonses may be signed and oaths administered by any member of the board.

SECT. 5. Upon the receipt of such application and after such notice, the board shall proceed as before provided, and render a written decision, which shall be open to public inspection, shall be recorded upon the records of the board, and published at the discretion of the same in an annual report to be made to the general court on or before the first day of February in each year.

SECT. 6. Said decision shall be binding upon the parties who join in said application for six months, or until either

* See further as to experts, their duties and compensation, St. 1892, c. 382 *post*.

party has given the other notice in writing of his intention not to be bound by the same at the expiration of sixty days therefrom. Said notice may be given to said employees by posting the same in three conspicuous places in the shop or factory where they work.

SECT. 7. The parties to any controversy or difference as described in section three of this act may submit the matters in dispute, in writing, to a local board of arbitration and conciliation; such board may either be mutually agreed upon, or the employer may designate one of the arbitrators, the employees or their duly authorized agent another, and the two arbitrators so designated may choose a third, who shall be chairman of the board. Such board shall, in respect to the matters referred to it, have and exercise all the powers which the state board might have and exercise, and its decision shall have whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. The decision of such board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the clerk of the city or town in which the controversy or difference arose, and a copy thereof shall be forwarded to the state board. Each of such arbitrators shall be entitled to receive from the treasury of the city or town in which the controversy or difference that is the subject of the arbitration exists, if such payment is approved in writing by the mayor of such city or the board of selectmen of such town, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration. Whenever it is made to appear to the mayor of a city or the board of selectmen of a town that a strike or lock-out such as described in section eight of this act is seriously threatened or actually occurs, the mayor of such city or the board of selectmen of such town shall at once notify the state board of the facts.

SECT. 8. Whenever it shall come to the knowledge of the state board, either by notice from the mayor of a city or the board of selectmen of a town, as provided in the preceding section or otherwise, that a strike or lock-out is seriously threatened or has actually occurred in any city or town of the Com-

monwealth, involving an employer and his present or past employees, if at the time he is employing, or up to the occurrence of the strike or lock-out was employing, not less than twenty-five persons in the same general line of business in any city or town in the Commonwealth, it shall be the duty of the state board to put itself in communication as soon as may be with such employer and employees, and endeavor by mediation to effect an amicable settlement between them, or to endeavor to persuade them, provided that a strike or lock-out has not actually occurred or is not then continuing, to submit the matters in dispute to a local board of arbitration and conciliation, as above provided, or to the state board; and said state board may, if it deems it advisable, investigate the cause or causes of such controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes, and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by section three of this act.

SECT. 9. Witnesses summoned by the state board shall be allowed the sum of fifty cents for each attendance, and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him shall be paid forthwith by the board, and for such purpose the board shall be entitled to draw from the treasury of the Commonwealth, as provided for in chapter one hundred and seventy-nine of the acts of the year eighteen hundred and eighty-four.

SECT. 10. The members of said state board shall until the first day of July in the year eighteen hundred and eighty-seven be paid five dollars a day each for each day of actual service; and on and after said date they shall each receive a salary at the rate of two thousand dollars a year, to be paid out of the treasury of the Commonwealth; and both before and after said date they shall be allowed their necessary travelling and other expenses, which shall be paid out of the treasury of the Commonwealth.

[St. 1892, chapter 332.]

An Act relating to the duties and compensation of expert assistants appointed by the state board of arbitration and conciliation.

Be it enacted, etc., as follows :

SECTION 1. In all controversies between an employer and his employees in which application is made to the state board of arbitration and conciliation, as provided by section four of chapter two hundred and sixty-three of the acts of the year eighteen hundred and eighty-six as amended by section three of chapter two hundred and sixty-nine of the acts of the year eighteen hundred and eighty-seven, and by section one of chapter three hundred and eighty-five of the acts of the year eighteen hundred and ninety, said board shall appoint a fit person to act in the case as expert assistant to the board. Said expert assistants shall attend the sessions of said board when required, and no conclusion shall be announced as a decision of said board, in any case where such assistants have acted, until after notice given to them, by mail or otherwise, appointing a time and place for a final conference between said board and expert assistant on the matters included in the proposed decision. Said expert assistants shall be privileged to submit to the board, at any time before a final decision shall be determined upon and published, any facts, advice, arguments or suggestions which they may deem applicable to the case. They shall be sworn to the faithful discharge of their duties by any member of said board, and a record thereof shall be preserved with the record of the proceedings in the case. They shall be entitled to receive for their services from the treasury of the Commonwealth the sum of seven dollars for each day of actual service, together with all their necessary travelling expenses.

SECT. 2. This act shall take effect upon its passage. [*Approved June 15, 1892.*]

The laws of other States providing for arbitration, conciliation or mediation are here given : —

CALIFORNIA.

An Act to provide for a State Board of Arbitration for the settlement of Differences between Employers and Employes, to define the duties of said Board, and to appropriate the sum of twenty-five hundred dollars therefor.

The People of, the State of California, represented in Senate and Assembly, do enact as follows :

SECTION 1. On or before the first day of May of each year, the Governor of the State shall appoint three competent persons to serve as a State Board of Arbitration and Conciliation. One shall represent the employers of labor, one shall represent labor employes, and the third man shall represent neither, and shall be chairman of the Board. They shall hold office for one year and until their successors are appointed and qualified. If a vacancy occurs, as soon as possible thereafter the Governor shall appoint someone to serve the unexpired term; *provided, however,* that when the parties to any controversy or difference, as provided in section two of this Act, do not desire to submit their controversy to the State Board, they may by agreement each choose one person, and the two shall choose a third, who shall be chairman and umpire, and the three shall constitute a Board of Arbitration and Conciliation for the special controversy submitted to it, and shall for that purpose have the same powers as the State Board. The members of said Board or Boards, before entering upon the duties of their office, shall be sworn faithfully to discharge the duties thereof. They shall adopt such rules of procedure as they may deem best to carry out the provisions of this Act.

SECTION 2. Whenever any controversy or difference exists between an employer, whether an individual, copartnership, or corporation, which, if not arbitrated, would involve a strike or lockout, and his employes, the Board shall, upon application, as hereinafter provided, and as soon as practicable thereafter, visit, if necessary, the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by either, or

both, to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the Board.

SECTION 3. Said application shall be signed by said employer, or by a majority of his employés in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work, without any lock out or strike, until the decision of said Board, which must, if possible, be made within three weeks of the date of filing the application. Immediately upon the receipt of said application, the Chairman of said Board shall cause public notice to be given of the time and place for hearing. Should the petitioners fail to keep the promise made therein, the Board shall proceed no further thereupon without the written consent of the adverse party. And the party violating the contract shall pay the extra cost of the Board entailed thereby. The Board may then reopen the case and proceed to the final arbitration thereof as provided in section two hereof.

SECTION 4. The decision rendered by the Board shall be binding upon the parties who join in the application for six months, or until either party has given the other a written notice of his intention not to be further bound by the conditions thereof after the expiration of sixty days or any time agreed upon by the parties, which agreement shall be entered as a part of the decision. Said notice may be given to the employés by posting a notice thereof in three conspicuous places in the shop or factory where they work.

SECTION 5. Both employers and employés shall have the right at any time to submit to the Board complaints or grievances and ask for an investigation thereof. The Board shall decide whether the complaint is entitled to a public investigation, and if they decide in the affirmative, they shall proceed to hear the testimony, after giving notice to all parties concerned, and publish the result of their investigations as soon as possible thereafter.

SECTION 6. The arbitrators hereby created shall be paid five dollars per day for each day of actual service, and also their necessary travelling and other expenses incident to the duties

of their office shall be paid out of the State Treasury ; but the expenses and salaries hereby authorized shall not exceed the sum of twenty-five hundred dollars for the two years.

SECTION 7. The sum of twenty-five hundred dollars is hereby appropriated out of any money in the State Treasury not otherwise appropriated, for the expenses of the Board for the first two years after its organization.

SECTION 8. This Act shall take effect and be in force from and after its passage. [*Approved March 10, 1891.*]

COLORADO.

Section nine of the law creating the Bureau of Labor Statistics of the State of Colorado makes the following provision for the settlement of labor disputes :

§ 9. If any difference shall arise between any corporation or person, employing twenty-five or more employes, and such employes, threatening to result, or resulting in a strike on the part of such employes, or a lockout on the part of such employer, it shall be the duty of the commissioner, when requested so to do by fifteen or more of said employes, or by the employers, to visit the place of such disturbance, and diligently seek to mediate between such employer and employes.

IOWA.

An Act to authorize the creation and to provide for the operation of tribunals of voluntary arbitration to adjust industrial disputes between employers and employes.

Be it enacted by the General Assembly of the State of Iowa :

SECTION 1. That the district court of each county, or a judge thereof in vacation, shall have power, and upon the presentation of a petition or of the agreement hereinafter named, it shall be the duty of said court, or a judge thereof in vacation, to issue in the form hereinafter named, a license or authority for the establishment within and for each county of tribunals for voluntary arbitration and settlement of dis-

putes between employers and employed in the manufacturing, mechanical or mining industries.

§ 2. The said petition or agreement shall be substantially in the form hereinafter given, and the petition shall be signed by at least twenty persons employed as workmen, and by four or more separate firms, individuals or corporations within the county, or by at least four employers, each of whom shall employ at least five workmen, or by the representative of a firm, corporation or individual employing not less than twenty men in their trade or industry; provided, that at the time the petition is presented the judge before whom such petition is presented may, upon motion, require testimony to be given as to the representative character of said petitioners, and if it appears that said petitioners do not represent the will of a majority or at least one-half of each party to the dispute, the license for the establishment of said tribunal may be denied, or may make such other order in this behalf as to him shall seem fair to both sides.

§ 3. If the said petition shall be signed by the requisite number of both employers and workmen, and be in proper form and contain the names of the people to compose the tribunal, being an equal number of employers and workmen, the judge shall forthwith cause to be issued, a license, substantially in the form hereinafter given, authorizing the existence of such tribunal and fixing the time and place of the first meeting thereof, and an entry of the license so granted shall be made upon the journal of the district court of the county in which the petition originated.

§ 4. Said tribunal shall continue in existence for one year from date of the license creating it, and may take jurisdiction of any dispute between employers and workmen in any mechanical, manufacturing or mining industry or business who shall have petitioned for the tribunal or have been represented in the petition therefor, or who may submit their disputes in writing to such tribunal for decision. Vacancies occurring in the membership of the tribunal shall be filled by the judge or court that licensed said tribunal from three names presented by the members of the tribunal remaining in that class in which the vacancies occur. The removal of any member to an adjoining county shall not cause a vacancy in either the tribunal or post of umpire. Disputes occurring in one county may be referred to a

tribunal already existing in an adjoining county. The place of umpire in any of said tribunals, and vacancies occurring in such place, shall only be filled by the mutual choice of the whole of the representatives of both employers and workmen constituting the tribunal, immediately upon the organization of the same, and the umpire shall be called upon to act after disagreement is manifested in the tribunal, by failure during three meetings held and full discussion had. His award shall be final and conclusive upon such matters as are submitted to him in writing and signed by the whole of the members of the tribunal, or by parties submitting the same.

§ 5. The said tribunal shall consist of not less than two employers or their representatives and two workmen or their representatives. The exact number which shall in each case constitute the tribunal shall be inserted in the petition or agreement, and they shall be named in the license issued. The said tribunal, when convened, shall be organized by the selection of one of their members as chairman and one as secretary, who shall be chosen by a majority of the members, or, if such majority cannot be had after two votes, then by secret ballot or by lot, as they prefer.

§ 6. The members of the tribunal shall receive no compensation for their services from the city or county, but the expenses of the tribunal, other than fuel, light, and the use of the room and furniture, may be paid by voluntary subscription, which the tribunal is authorized to receive and expend for such purposes. The sessions of said tribunal shall be held at the county seat of the county where the petition for the same was presented, and a room in the court-house, or elsewhere, for the use of said tribunal, shall be provided by the county board of supervisors.

§ 7. When no umpire is acting, the chairman of the tribunal shall have power to administer oaths to all witnesses who may be produced, and a majority of said tribunal may provide for the examination and investigation of books, documents and accounts pertaining to the matters in hearing before the tribunal, and belonging to either party to the dispute; provided, that the tribunal may unanimously direct that, instead of producing books, papers and accounts before the tribunal, an accountant agreed upon by the entire tribunal may be appointed to examine such books, papers and accounts, and such account-

ant shall be sworn to well and truly examine such books, documents and accounts as may be presented to him, and to report the results of such examination in writing to said tribunal. Before such examination, the information desired and required by the tribunal shall be plainly stated in writing and presented to said accountant, which statement shall be signed by the members of said tribunal or by a majority of each class thereof. Attorneys at law or other agents of either party to the dispute shall not be permitted to appear or take part in any of the proceedings of the tribunal or before the umpire.

§ 8. When the umpire is acting he shall preside and he shall have all the power of the chairman of the tribunal, and his determination upon all questions of evidence or other questions, in conducting the inquiries there pending, shall be final. Committees of the tribunal, consisting of an equal number of each class, may be constituted to examine into any question in dispute between employers and workmen which may have been referred to said committee by the tribunal, and such committee may hear and settle the same finally, when it can be done by a unanimous vote; otherwise the same shall be reported to the full tribunal and be there heard, as if the question had not been referred. The said tribunal, in connection with the said umpire, shall have power to make or ordain and enforce rules for the government of the body when in session, to enable the business to be proceeded with in order, and to fix its sessions and adjournments, but such rules shall not conflict with this statute nor with any of the provisions of the constitution and laws of Iowa.

§ 9. Before the umpire shall proceed to act, the question or questions in dispute shall be plainly defined in writing and signed by the members of the tribunal, or a majority thereof of each class, or by the parties submitting the same, and such writing shall contain the submission of the decision thereof to the umpire by name, and shall provide that his decision thereon, after hearing, shall be final. The umpire shall be sworn to impartially decide all questions that may be submitted to him during his term of office. The submission and his award may be made in the form hereinafter given, and said umpire must make his award within ten days from the time the question or questions in dispute are submitted to him. Said award shall be made to the tribunal, and if the award is for a specific sum

of money, said award may be made a matter of record by filing a copy thereof in the district court of the county wherein the tribunal is in session. When so entered of record it shall be final and conclusive, and the proper court may, on motion of any one interested, enter judgment thereon; and when the award is for a specific sum of money, may issue final and other process to enforce the same.

§ 10. The form of the joint petition or agreement praying for a tribunal under this act, shall be as follows :

To the district court of county (or to a judge thereof, as the case may be) :

The subscribers hereto, being the number and having the qualifications required in this proceeding, being desirous of establishing a tribunal of voluntary arbitration for the settlement of disputes in the (here name the branch of industry) trade, and having agreed upon A, B, C, D and E, representing the employers, and G, H, I, J and K, representing the workmen, as members of said tribunal, who each are qualified to act thereon, pray that a license for a tribunal in the trade may be issued to said persons named above.

EMPLOYERS.	Names.	Residence.	Works.	Number employed.

EMPLOYEES.	Names.	Residence.	By whom employed.

§ 11. The license to be issued upon such petition may be as follows :

STATE OF IOWA, }
County. } ss. :

Whereas, The joint petition and agreement of four employers (or representatives of a firm, corporation or individual employing twenty men, as the case may be) and twenty workmen have been presented to this court (or if to a judge in vacation, so state), praying the crea-

tion of a tribunal of voluntary arbitration for the settlement of disputes in the trade within this county, and naming A, B, C, D and E, representing the employers, and G, H, I, J and K, representing the workmen; now, in pursuance of the statute for such case made and provided, said named persons are hereby licensed and authorized to be and exist as a tribunal of voluntary arbitration for the settlement of disputes between employers and workmen, for the period of one year from this date, and they shall meet and organize on the day of, A. D. at

Signed this day of, A. D.

.....

Clerk of the District Court of County.

§ 12. When it becomes necessary to submit a matter in controversy to the umpire, it may be in form, as follows:

We, A, B, C, D and E, representing employers, and G, H, I, J and K, representing workmen, composing a tribunal of voluntary arbitration, hereby submit and refer unto the umpirage of L (the umpire of the tribunal of the trade) the following subject matter, viz.: (Here state fully and clearly the matter submitted) and we hereby agree that his decision and determination upon the same shall be binding upon us and final and conclusive upon the questions thus submitted and we pledge ourselves to abide by and carry out the decision of the umpire when made.

Witness our names this day of, A. D.

(Signatures.)
.....

§ 13. The umpire shall make his award in writing to the tribunal, stating distinctly his decision on the subject matter submitted, and when the award is for a specific sum of money, the umpire shall forward a copy of the same to the clerk of the proper court.

Approved March 6, 1886.

KANSAS.

An Act to establish boards of arbitration, and defining their powers and duties.

Be it enacted by the Legislature of the State of Kansas:

SECTION 1. That the district court of each county, or a judge thereof in vacation, shall have the power, and upon the presentation of a petition, as hereinafter provided, it shall be

the duty of said court, or judge, to issue a license, or authority, for the establishment, within and for any county within the jurisdiction of said court, of a tribunal for voluntary arbitration and settlement of disputes between employers and employed, in the manufacturing, mechanical, mining and other industries.

§ 2. The said petition shall be substantially in the form hereinafter given, and the petition shall be signed by at least five persons employed as workmen, or by two or more separate firms, individuals, or corporations within the county, who are employers within the county; provided, that at the time the petition is presented; the judge before whom said petition is presented may, upon motion, require testimony to be taken as to the representative character of said petitioners, and if it appears that the requisite number of said petitioners are not of the character they represent themselves to be, the establishment of the said tribunal may be denied, or he may make such other order in that behalf as shall to him seem fair to both sides.

§ 3. If the said petition shall be signed by the requisite number of either employers or workmen, and be in proper form, the judge shall forthwith cause to be issued a license, authorizing the existence of such a tribunal and containing the names of four persons to compose the tribunal, two of whom shall be workmen and two employers, all residents of said county, and fixing the time and place of the first meeting thereof; and an entry of the license so granted shall be made upon the journal of the district court of the county in which the petition originated.

§ 4. Said tribunal shall continue in existence for one year from the date of the license creating it, and may take jurisdiction of any dispute between employers and workmen in any mechanical, manufacturing, mining or other industry, who may submit their disputes in writing to such tribunal for decision. Vacancies occurring in the membership of the tribunal shall be filled by the judge or court that licensed said tribunal. Disputes occurring in one county may be referred to a tribunal already existing in an adjoining county. Said court at the time of the issuance of said license shall appoint an umpire for said tribunal, who shall be sworn to impartially decide all questions that may be submitted to him during his term of office. The umpire shall be called upon to act after disagreement is manifested in

the tribunal by failure to agree during three meetings held and full discussion had. His award shall be final and conclusive upon such matters only as are submitted to him in writing and signed by the whole of the members of the tribunal, or by parties submitting the same. And the award of said tribunal shall be final and conclusive upon the questions so submitted to it; provided, that said award may be impeached for fraud, accident or mistake.

§ 5. The said tribunal when convened shall be organized by the selection of one of their number as chairman, and one as secretary, who shall be chosen by a majority of the members.

§ 6. The members of the tribunal and the umpire shall each receive as compensation for their services, out of the treasury of the county in which said dispute shall arise, two dollars for each day of actual service. The sessions of said tribunal shall be held at the county seat of the county where the petition for the same was presented, and a suitable room for the use of said tribunal shall be provided by the county commissioners.

§ 7. All submissions of matters in dispute shall be made to the chairman of said tribunal, who shall file the same. The chairman of the tribunal shall have power to administer oaths to all witnesses who may be produced, and a majority of said tribunal may provide for the examination and investigation of books, documents and accounts necessary, material, and pertaining to the matters in hearing before the tribunal, and belonging to either party to the dispute. The umpire shall have power when necessary to administer oaths and examine witnesses, and examine and investigate books, documents and accounts pertaining to the matters submitted to him for decision.

§ 8. The said tribunal shall have power to make, ordain and enforce rules for the government of the body, when in session, to enable the business to be proceeded with in order, and to fix its sessions and adjournments; but such rules shall not conflict with this statute, nor with any of the provisions of the constitution and laws of the State; provided, that the chairman of said tribunal may convene said tribunal in extra session at the earliest day possible in cases of emergency.

§ 9. Before the umpire shall proceed to act, the question or questions in dispute shall be plainly defined in writing, and signed by the members of the tribunal or a majority thereof, or

by the parties submitting the same ; and such writing shall contain the submission of the decision thereof to the umpire by name, and shall provide that his decision thereon after hearing shall be final ; and said umpire must make his award within five days from the time the question or questions in dispute are submitted to him. Said award shall be made to the tribunal ; and if the award is for a specific sum of money, said award of money, or the award of the tribunal when it shall be for a specific sum, may be made a matter of record by filing a copy thereof in the district court of the county wherein the tribunal is in session. When so entered of record it shall be final and conclusive, and the proper court may, on motion of any one interested, enter judgment thereon ; and when the award is for a specific sum of money, may issue final and other process to enforce the same ; provided, that any such award may be impeached for fraud, accident or mistake.

§ 10. The form of the petition praying for a tribunal under this act shall be as follows :

To the district court of county (or a judge thereof, as the case may be) : The subscribers hereto, being the number and having the qualifications required in this proceeding, being desirous of establishing a tribunal of voluntary arbitration for the settlement of disputes in the manufacturing, mechanical, mining and other industries, pray that a license for a tribunal of voluntary arbitration may be issued to be composed of four persons and an umpire, as provided by law.

MARYLAND.

An Act to provide for the reference of disputes between employers and employes to arbitration.

SECTION 1. Be it enacted, by the General Assembly of Maryland, that whenever any controversy shall arise between any corporation incorporated by this State in which this State may be interested as a stockholder or creditor, and any person in the employment or service of such corporation, which, in the opinion of the board of public works, shall tend to impair the usefulness or prosperity of such corporation, the said board of public works shall have power to demand and receive a statement of the grounds of said controversy from the parties to the same ; and if, in their judgment, there shall be occasion so to

do, they shall have the right to propose to the parties to said controversy, or to any of them, that the same shall be settled by arbitration; and if the opposing parties to said controversy shall consent and agree to said arbitration, it shall be the duty of said board of public works to provide in due form for the submission of the said controversy to arbitration, in such manner that the same shall be finally settled and determined; but if the said corporation or the said person in its employment or service, so engaged in controversy with the said corporation, shall refuse to submit to such arbitration, it shall be the duty of the said board of public works to examine into and ascertain the cause of said controversy, and to report the same to the next general assembly.

§ 2. All subjects of dispute arising between corporations, and any person in their employment or service, and all subjects of dispute between employers and employes in any trade or manufacture, may be settled and adjusted in the manner heretofore mentioned.

§ 3. Whenever such subjects of dispute shall arise as aforesaid, it shall be lawful for either party to the same to demand and have an arbitration or reference thereof in the manner following, that is to say: Where the party complaining and the party complained of shall come before, or agree by any writing under their hands, to abide by the determination of any judge or justice of the peace, it shall be lawful for such judge or justice of the peace to hear and finally determine in a summary manner the matter in dispute between such parties; but if such parties shall not come before, or agree to abide by the determination of such judge or justice of the peace, but shall agree to submit their said cause of dispute to arbitrators appointed under the provisions of this article, then it shall be lawful for any such judge or justice of the peace, and such judge or justice of the peace is hereby required, on complaint made before him, and proof that such agreement for arbitration has been entered into, to appoint arbitrators for settling the matters in dispute; and such judge or justice of the peace shall then and there propose no less than two nor more than four persons, one-half of whom shall be employers and the other half employes, acceptable to the parties to the dispute, respectively, who, together with such judge or justice of the peace, shall have full power finally to hear and determine such dispute.

§ 4. In all such cases of dispute as aforesaid, as in all other

cases, if the parties mutually agree that the matter in dispute shall be arbitrated and determined in a mode different from the one hereby prescribed, such agreement shall be valid, and the award and determination thereon by either mode of arbitration shall be final and conclusive between the parties. It shall be lawful in all cases for an employer or employe, by writing under his hand, to authorize any person to act for him in submitting to arbitration and attending the same.

§ 5. Every determination of dispute by any judge or justice of the peace shall be given as a judgment of the court over which said judge presides, and of the justice of the peace determining the same; and the said judge or justice of the peace shall award execution thereon as upon verdict, confession or non-suit; and every award made by arbitrators appointed by any judge or justice of the peace under the provisions of this article shall be returned by said arbitrators to the judge or justice of the peace by whom they were appointed; and said judge or justice of the peace shall enter the same as an amicable action between the parties to the same in the court presided over by said judge or justice of the peace, with the same effect as if said action had been regularly commenced in said court by due process of law, and shall thereupon become a judgment of said court, and execution thereon shall be awarded as upon verdict, confession or non-suit; and in all proceedings under this article, whether before a judge or justice of the peace or arbitrators, costs shall be taxed as they are now allowed by law in similar proceedings, and the same shall be paid equally by the parties to the dispute; such award shall remain four days in court during its sitting, after the return thereof, before any judgment shall be entered thereon; and if it shall appear to the court within that time that the same was obtained by fraud or malpractice in or by surprise, imposition or deception of the arbitrators, or without due notice to the parties or their attorneys, the court may set aside such award and refuse to give judgment thereon.

MICHIGAN.

An Act to provide for the amicable adjustment of grievances and disputes that may arise between employers and employes, and to authorize the creation of a State court of mediation and arbitration.

SECTION 1. The People of the State of Michigan enact, That whenever any grievance or dispute of any nature shall

arise between any employer and his employes, it shall be lawful to submit the same in writing to a court of arbitrators for hearing and settlement, in the manner hereinafter provided.

§ 2. After the passage of this act the Governor may, whenever he shall deem it necessary, with the advice and consent of the Senate, appoint a State court of mediation and arbitration, to consist of three competent persons, who shall hold their terms of office, respectively, one, two and three years, and upon the expiration of their respective terms the said term of office shall be uniformly for three years. If any vacancy happens by resignation or otherwise he shall, in the same manner, appoint an arbitrator for the residue of the term. If the Senate shall not be in session at the time any vacancy shall occur or exist, the Governor shall appoint an arbitrator to fill the vacancy, subject to the approval of the Senate when convened. Said court shall have a clerk or secretary, who shall be appointed by the court, to serve three years, whose duty it shall be to keep a full and faithful record of the proceedings of the court and also all documents, and to perform such other duties as the said court may prescribe. He shall have power, under the direction of the court, to issue subpœnas, to administer oaths in all cases before said court, to call for and examine all books, papers and documents of any parties to the controversy, with the same authority to enforce their production as is possessed by the courts of record, or the judges thereof, in this State. Said arbitrators and clerk shall take and subscribe the constitutional oath of office; and be sworn to the due and faithful performance of the duties of their respective offices before entering upon the discharge of the same. An office shall be set apart in the capitol by the person or persons having charge thereof, for the proper and convenient transaction of the business of said court.

§ 3. Any two of the arbitrators shall constitute a quorum for the transaction of business, and may hold meetings at any time or place within the State. Examinations or investigations ordered by the court may be held and taken by and before any one of their number, if so directed. But the proceedings and decisions of any single arbitrator shall not be deemed conclusive until approved by the court or a majority thereof. Each arbitrator shall have power to administer oaths.

§ 4. Whenever any grievance or dispute of any nature shall arise between any employer and his employes, it shall be law-

ful for the parties to submit the same directly to said State court, and shall jointly notify said court or its clerk, in writing, of such grievance or dispute. Whenever such notification to said court or its clerk is given, it shall be the duty of said court to proceed, with as little delay as possible, to the locality of such grievance or dispute, and inquire into the cause or causes of grievance or dispute. The parties to the grievance or dispute shall thereupon submit to said court, in writing, succinctly, clearly and in detail, their grievances and complaints, and the cause or causes thereof, and severally agree in writing to submit to the decision of said court as to matters so submitted, and a promise or agreement to continue on in business or at work, without a lock-out or strike, until the decision of said court, provided it shall be rendered within ten days after the completion of the investigation. The court shall thereupon proceed to fully investigate and inquire into the matters in controversy, and to take testimony, under oath, in relation thereto, and shall have power, by its chairman or clerk, to administer oaths, to issue subpoenas for the attendance of witnesses, the production of books and papers, to the same extent as such power is possessed by courts of record, or the judges thereof, in this State.

§ 5. After the matter has been fully heard the said board, or majority of its members, shall, within ten days, render a decision thereon in writing, signed by them, or a majority of them, stating such details as will clearly show the nature of the decision and the points disposed of by them. The decision shall be in triplicate, one copy of which shall be filed by the clerk of the court in the clerk's office of the county where the controversy arose, and one copy shall be served on each of the parties to the controversy.

§ 6. Whenever a strike or lock-out shall occur or is seriously threatened, in any part of the State, and shall come to the knowledge of the court, it shall be its duty, and it is hereby directed to proceed, as soon as practicable, to the locality of such strike or lock-out and put itself in communication with the parties to the controversy, and endeavor by mediation to effect an amicable settlement of such controversy; and, if in its judgment it is deemed best, to inquire into the cause or causes of the controversy, and to that end the court is hereby authorized to subpoena witnesses, compel their attendance, and send

for persons and papers, in like manner and with the same powers as it is authorized to do by section four of this act.

§ 7. The fees of witnesses shall be one dollar for each day's attendance, and seven cents per mile traveled by the nearest routes in getting to and returning from the place where attendance is required by the court, to be allowed by the board of State auditors upon the certificate of the court. All subpoenas shall be signed by the secretary of the court, and may be served by any person of full age authorized by the court to serve the same.

§ 8. Said court shall make a yearly report to the Legislature, and shall include therein such statements, facts and explanations as will disclose the actual working of the court, and such suggestions as to legislation as may seem to them conducive to harmonizing the relations of and disputes between employers and the wage-earning.

§ 9. Each arbitrator shall be entitled to five dollars per day for actual service performed, payable from the treasury of the State. The clerk or secretary shall be appointed from one of their number, and shall receive an annual salary not to exceed twelve hundred dollars, without per diem, per year, payable in the same manner.

§ 10. Whenever the term "employer" or "employers" is used in this act it shall be held to include "firm," "joint stock association," "company" or "corporation," as fully as if each of the last named terms was expressed in each place.

Approved July 3, 1889.

MISSOURI.

An Act to provide for a Board of Mediation and Arbitration for the settlement of differences between employers and their employes.

Be it enacted by the General Assembly of the State of Missouri, as follows:

SECTION 1. Upon information furnished by an employer of laborers, or by a committee of employes, or from any other reliable source, that a dispute has arisen between employers and employes, which dispute may result in a strike or lock-out, the commissioner of labor statistics and inspection shall at once visit the place of dispute and seek to mediate between the parties, if, in his discretion, it is necessary so to do.

§ 2. If a mediation cannot be effected, the commissioner may, at his discretion, direct the formation of a board of arbitration, to be composed of two employers and two employes engaged in a similar occupation to the one in which the dispute exists, but who are not parties to the dispute, and the commissioner of labor statistics and inspection, who shall be president of the board.

§ 3. The board shall have power to summon and examine witnesses and hear the matter in dispute, and, within three days after the investigation, render a decision thereon, which shall be published, a copy of which shall be furnished each party in dispute, and shall be final, unless objections are made by either party within five days thereafter; provided, that the only effect of the investigation herein provided for shall be to give the facts leading to such dispute to the public through an unbiased channel.

§ 4. In no case shall a board of arbitration be formed when work has been discontinued, either by action of the employer or the employes; should, however, a lock-out or strike have occurred before the commissioner of labor statistics could be notified, he may order the formation of a board of arbitration upon resumption of work.

§ 5. The board of arbitration shall appoint a clerk at each session of the board, who shall receive three dollars per day for his services, to be paid, upon approval by the commissioner of labor statistics, out of the fund appropriated for expenses of the bureau of labor statistics.

Approved April 11, 1889.

NEW JERSEY.

An Act to provide for the amicable adjustment of grievances and disputes that may arise between employers and employes, and to authorize the creation of a state board of arbitration.

SECTION 1. That whenever any grievance or dispute of any nature growing out of the relation of employer and employes shall arise or exist between employer and employes, it shall be lawful to submit all matters respecting such grievance or dispute, in writing, to a board of arbitrators, to hear, adjudicate and determine the same; said board shall consist of five persons; when the employes concerned in any such grievance or

dispute as aforesaid are members in good standing of any labor organization, which is represented by one or more delegates in a central body, the said central body shall have power to designate two of said arbitrators; and the employer shall have the power to designate two others of said arbitrators, and the said four arbitrators shall designate a fifth person as arbitrator, who shall be chairman of the board; in case the employes concerned in any such grievance or dispute as aforesaid are members in good standing of a labor organization which is not represented in a central body, then the organization of which they are members shall have the power to select and designate two arbitrators for said board, and said board shall be organized as hereinbefore provided; and in case the employes concerned in any such grievance or dispute as aforesaid are not members of any labor organization, then a majority of said employes, at a meeting duly held for that purpose, shall designate two arbitrators for said board, and the said board shall be organized as hereinbefore provided.

§ 2. That any board as aforesaid selected may present a petition to the county judge of the county where such grievances or disputes to be arbitrated may arise, signed by at least a majority of said board, setting forth in brief terms the nature of the grievance or dispute between the parties to said arbitration, and praying the license or order of such judge establishing and approving said board of arbitration; upon the presentation of said petition it shall be the duty of the said judge to make an order establishing such board of arbitration and referring the matters in dispute to it for hearing, adjudication and determination; the said petition and order or a copy thereof shall be filed in the office of the clerk of the county in which the said judge resides.

§ 3. That the arbitrators so selected shall sign a consent to act as such, and shall take and subscribe an oath before an officer authorized to administer oaths, to faithfully and impartially discharge his duties as such arbitrator, which consent and oath shall be immediately filed in the office of the clerk of the county wherein such arbitrators are to act; when the said board is ready for the transaction of business, it shall select one of its members to act as secretary, and the parties to the dispute shall receive notice of a time and place of hearing; the chairman shall have power to administer oaths and to issue subpoenas for

the production of books and papers, and for the attendance of witnesses, to the same extent that such power is possessed by the courts of record or the judges thereof in this state; the board may make and enforce the rules for its government and transaction of the business before it and fix its sessions and adjournments, and shall hear and examine such witnesses as may be brought before the board, and such other proof as may be given relative to the matters in dispute.

§ 4. That after the matter has been fully heard, the said board or a majority of its members shall, within ten days, render a decision thereon, in writing, signed by them, giving such details as will clearly show the nature of the decision and the matters adjudicated and determined; such adjudication and determination shall be a settlement of the matter referred to said arbitrators, unless an appeal is taken therefrom as hereinafter provided; the adjudication and determination shall be in duplicate, one copy of which shall be filed in the office of the clerk of the county, and the other transmitted to the secretary of the state board of arbitration hereinafter mentioned, together with the testimony taken before said board.

§ 5. That when the said board shall have rendered its adjudication and determination its powers shall cease, unless there may be in existence at the time other similar grievances or disputes between the same classes of persons mentioned in section one, and in such case such persons may submit their differences to the said board, which shall have power to act and adjudicate and determine the same as fully as if said board was originally created for the settlement of such other difference or differences.

§ 6. That within thirty days after the passage of this act the governor shall appoint a state board of arbitration, to consist of three competent persons, each of whom shall hold his office for the term of five years; one of said persons shall be selected from a bona fide labor organization of this state. If any vacancy happens, by resignation or otherwise, the governor shall, in the same manner, appoint an arbitrator for the residue of the term. Said board shall have a secretary, who shall be appointed by and hold office during the pleasure of the board, and whose duty shall be to keep a full and faithful record of the proceedings of the board, and also possession of all documents and testimony forwarded by the local boards of arbitra-

tion, and perform such other duties as the said board may prescribe; he shall have power, under direction of the board, to issue subpoenas, to administer oaths in all cases before said board, to call for and examine books, papers and documents of any parties to the controversy, with the same authority to enforce their production as is possessed by the courts of record, or the judges thereof, in this state. Said arbitrators of said state board and the clerk thereof shall take and subscribe the constitutional oath of office, and be sworn to the due and faithful performance of the duties of their respective offices before entering upon the discharge of the same. An office shall be set apart in the capitol by the person having charge thereof, for the proper and convenient transaction of the business of said board.

§ 7. That an appeal may be taken from the decision of any local board of arbitration within ten days after the filing of its adjudication and determination of any case. It shall be the duty of the said state board of arbitration to hear and consider appeals from the decisions of local boards and promptly to proceed to the investigation of such cases, and the adjudication and determination of said board thereon shall be final and conclusive in the premises upon all parties to the arbitration; such adjudications and determinations shall be in writing, and a copy thereof shall be furnished to each party. Any two of the state board of arbitrators shall constitute a quorum for the transaction of business, and may hold meetings at any time or place within the state. Examinations or investigations ordered by the state board may be held and taken by and before any one of their number, if so directed; but the proceedings and decision of any single arbitrator shall not be deemed conclusive until approved by the board or a majority thereof. Each arbitrator shall have power to administer oaths.

§ 8. That whenever any grievance or dispute of any nature shall arise between any employer and his employes, it shall be lawful for the parties to submit the same directly to said state board in the first instance, in case such parties elect to do so, and shall jointly notify said board or its clerk, in writing, of such election. Whenever such notification to said board or its clerk is given, it shall be the duty of said board to proceed, with as little delay as possible, to the locality of such grievance or dispute, and inquire into the cause or causes of grievance or

dispute. The parties to the grievance or dispute shall thereupon submit to said board, in writing, succinctly, clearly and in detail, their grievances and complaints, and the cause or causes thereof, and severally agree, in writing, to submit to the decision of said board as to matters so submitted, and a promise or agreement to continue on in business or at work, without a lockout or strike until the decision of said board, provided it shall be rendered within ten days after the completion of the investigation: the board shall thereupon proceed to fully investigate and inquire into the matters in controversy, and to take testimony under oath in relation thereto, and shall have power, by its chairman or clerk, to administer oaths, to issue subpoenas for the attendance of witnesses, the production of books and papers, to the same extent as such power is possessed by courts of record, or the judges thereof, in this state.

§ 9. That after the matter has been fully heard, the said board, or a majority of its members, shall, within ten days, render a decision thereon in writing, signed by them or a majority of them, stating such details as will clearly show the nature of the decision and the points disposed of by them. The decision shall be in triplicate, one copy of which shall be filed by the clerk of the board in the clerk's office of the county where the controversy arose, and one copy shall be served on each of the parties to the controversy.

§ 10. That whenever a strike or lockout shall occur or is seriously threatened in any part of the state, and shall come to the knowledge of the board, it shall be its duty, and it is hereby directed to proceed, as soon as practicable, to the locality of such strike or lockout and put itself in communication with the parties to the controversy, and endeavor by mediation to effect an amicable settlement of such controversy; and, if in its judgment it is deemed best, to inquire into the cause of the controversy, and to that end the board is hereby authorized to subpoena witnesses, compel their attendance, and send for persons and papers, in like manner and with the same powers as it is authorized to do by section eight of this act.

§ 11. That the fees of witnesses of aforesaid state board shall be fifty cents for each day's attendance and four cents per mile traveled by the nearest route in getting to or returning from the place where attendance is required by the board; all subpoenas shall be signed by the secretary of the board and may be served

by any person of full age, authorized by the board to serve the same.

§ 12. That said board shall annually report to the legislature and shall include in their report such statements, facts and explanations as will disclose the actual working of the board, and such suggestions with regard to legislation as may seem to them conducive to harmonizing the relations of and disputes between employers and employes, and the improvement of the present system of production by labor.

§ 13. That each arbitrator of the state board and the secretary thereof shall receive ten dollars for each and every day actually employed in the performance of his duties herein and actual expenses incurred, including such rates of mileage as are now provided by law, payable by the state treasurer on duly approved vouchers.

§ 14. That whenever the term "employer" or "employes" is used in this act it shall be held to include "firm," "joint stock association," "company," "corporation," or "individual and individuals" as fully as if each of said terms was expressed in each place.

§ 15. This act shall take effect immediately.

Approved March 24, 1892. P. L., Chap. 137.

NEW YORK.

An Act to provide for the amicable adjustment of grievances and disputes that may arise between employers and employes, and to authorize the creation of a State Board of Mediation and Arbitration.

PASSED March 10, 1887; three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

SECTION 1. Whenever any grievance or dispute of any nature shall arise between any employer and his employes, it shall be lawful to submit the same, in writing, to a board of arbitrators for hearing and settlement. Said board shall consist of three persons. When the employes concerned are members in good standing of any labor organization, which is represented by one or more delegates in a central body, the said body shall have power to designate one of said arbitrators, and the employer

shall have power to designate one other of said arbitrators, and the said two arbitrators shall designate a third person, as arbitrator, who shall be chairman of the board. In case the employes concerned in any grievance or dispute are members in good standing of a labor organization which is not represented in a central body, then the organization of which they are members shall have the power to select and designate one arbitrator for said board, and said board shall be organized as hereinbefore provided. And in case the employes concerned in any grievance or dispute are not members of any labor organization, then a majority of said employes, at a meeting duly held for that purpose, shall designate one arbitrator for said board, and the said board shall be organized as hereinbefore provided. In all cases of arbitration the grievance or matter of dispute shall be succinctly and clearly stated in writing, signed by the parties to the arbitration, or some duly authorized person on their behalf, and submitted to such board of arbitration.

§ 2. Each arbitrator so selected shall sign a consent to act as such, and shall take and subscribe an oath before an officer authorized to administer oaths, to faithfully and impartially discharge his duties as such arbitrator, which consent and oath may be filed in the office of the clerk of the county where such dispute arises. When the said board is ready for the transaction of business it shall select one of its number to act as secretary, and the parties to the dispute shall receive notice of a time and place of hearing. The chairman shall have power to administer oaths and to issue subpoenas for the production of books and papers, and for the attendance of witnesses, to the same extent that such power is possessed by the courts of record or the judges thereof in this State. The board may make and enforce the rules for its government and the transaction of the business before it, and fix its sessions and adjournment, and shall hear and examine such witnesses as may be brought before the board, and such other proof as may be given relative to the matter in dispute.

§ 3. After the matter has been fully heard, the said board or a majority of its members shall, within ten days, render a decision thereon in writing, signed by them, giving such details as will clearly show the nature of the decision and the points disposed of. Such decision shall be a settlement of the matter referred to said arbitrators unless an appeal is taken therefrom

as is hereinafter provided. The decision shall be in duplicate, one copy of which shall be filed in the office of the clerk of the county and the other transmitted to the secretary of the State Board of Mediation and Arbitration, hereinafter mentioned, together with the testimony taken before said board.

§ 4. When the said board shall have rendered its decision its power shall cease, unless there may be in existence at the time other similar grievances or disputes between the same classes of persons, and in such cases such persons may submit their differences to the said board, which shall have power to act and arbitrate and decide upon the same as fully as if said board was originally created for the settlement of such other difference or differences.

§ 5. Within three days after the passage of this act the Governor shall, with the advice and consent of the Senate, appoint a State Board of Mediation and Arbitration, to consist of three competent persons, each of whom shall hold his office for the term of three years, to commence immediately upon the expiration of the term of office of the members of the present State Board of Arbitration, created under chapter four hundred and ten of the laws of eighteen hundred and eighty-six. One of said persons shall be selected from the party which, at the last general election, cast the greatest number of votes for Governor of this State, and one of said persons shall be selected from the party which, at the last general election, cast the next greatest number of votes for Governor of this State; and the other of said persons shall be selected from a bona fide labor organization of this State. If any vacancy happens by resignation or otherwise, he shall, in the same manner, appoint an arbitrator for the residue of the term. If the Senate shall not be in session at the time any vacancy shall occur or exist, the Governor shall appoint an arbitrator to fill the vacancy, subject to the approval of the Senate when convened. Said board shall have a clerk or secretary, who shall be appointed by the board, to serve three years, whose duty it shall be to keep a full and faithful record of the proceedings of the board, and also all documents and testimony forwarded by the local boards of arbitration, and perform such other duties as the said board may prescribe. He shall have power, under the direction of the board, to issue subpoenas, to administer oaths in all cases before said board, to call for and examine books, papers and docu-

ments of any parties to the controversy, with the same authority to enforce their production as is possessed by the courts of record, or the judges thereof, in this State. Said arbitrators and clerk shall take and subscribe the constitutional oath of office, and be sworn to the due and faithful performance of the duties of their respective offices before entering upon the discharge of the same. An office shall be set apart in the capitol by the person or persons having charge thereof, for the proper and convenient transaction of the business of said board.

§ 6. An appeal may be taken from the decision of any local board of arbitration within ten days after the rendition and filing of such decision. It shall be the duty of said State Board of Mediation and Arbitration to hear and consider appeals from the decisions of local boards and promptly proceed to the investigation of such cases, and the decision of said board thereon shall be final and conclusive in the premises upon both parties to the arbitration. Such decision shall be in writing, and a copy thereof shall be furnished to each party. Any two of the arbitrators shall constitute a quorum for the transaction of business, and may hold meetings at any time or place within the State. Examinations or investigations ordered by the board may be held and taken by and before any one of their number, if so directed. But the proceedings and decisions of any single arbitrator shall not be deemed conclusive until approved by the board or a majority thereof. Each arbitrator shall have power to administer oaths.

§ 7. Whenever any grievance or dispute of any nature shall arise between any employer and his employes, it shall be lawful for the parties to submit the same directly to said State board in the first instance, in case such parties elect to do so, and shall jointly notify said board or its clerk, in writing, of said election. Whenever such notification to said board or its clerk is given, it shall be the duty of said board to proceed, with as little delay as possible, to the locality of such grievance or dispute, and inquire into the cause or causes of grievance or dispute. The parties to the grievance or dispute shall thereupon submit to said board, in writing, succinctly, clearly and in detail, their grievances and complaints, and the cause or causes thereof, and severally agree in writing, to submit to the decision of said board as to matters so submitted, and a promise or agreement to continue on in business or at work without a lock-out or strike

until the decision of said board, provided it shall be rendered within ten days after the completion of the investigation. The board shall thereupon proceed to fully investigate and inquire into the matters in controversy, and to take testimony under oath in relation thereto, and shall have power, by its chairman or clerk, to administer oaths, to issue subpœnas for the attendance of witnesses, the production of books and papers, to the same extent as such power is possessed by courts of record or the judges thereof, in this State.

§ 8. After the matter has been fully heard, the said board, or a majority of its members, shall, within ten days, render a decision thereon in writing, signed by them or a majority of them, stating such details as will clearly show the nature of the decision and the points disposed of by them. The decision shall be in triplicate, one copy of which shall be filed by the clerk of the board in the clerk's office of the county where the controversy arose, and one copy shall be served on each of the parties to the controversy.

§ 9. Whenever a strike or lock-out shall occur, or is seriously threatened in any part of the State, and shall come to the knowledge of the board, it shall be its duty, and it is hereby directed to proceed, as soon as practicable, to the locality of such strike or lock-out, and put itself in communication with the parties to the controversy, and endeavor, by mediation, to effect an amicable settlement of such controversy; and, if in its judgment it is deemed best, to inquire into the cause or causes of the controversy, and to that end the board is hereby authorized to subpœna witnesses, compel their attendance, and send for persons and papers, in like manner and with the same powers as it is authorized to do by section seven of this act.

§ 10. The fees of witnesses shall be fifty cents for each day's attendance, and four cents per mile traveled by the nearest route in getting to or returning from the place where attendance is required by the board. All subpœnas shall be signed by the secretary of the board, and may be served by any person of full age, authorized by the board to serve the same.

§ 11. Said board shall make a yearly report to the Legislature, and shall include therein such statements, facts and explanations as will disclose the actual working of the board, and such suggestions as to legislation as may seem to them conducive to harmonizing the relations of and disputes between

employers and the wage-earning masses, and the improvement of the present system of production.

§ 12. Each arbitrator shall be entitled to an annual salary of \$3,000, payable in quarterly installments from the treasury of the State. The clerk or secretary shall receive an annual salary of \$2,000, payable in like manner.

§ 13. Whenever the term "employer" or "employers" is used in this act it shall be held to include "firm," "joint-stock association," "company," or "corporation," as fully as if each of the last named terms was expressed in each place.

§ 14. This act shall take effect immediately. [Chapter 63.]

OHIO.

An Act to provide for a state board of arbitration for the settlement of differences between employers and their employes.

SECTION 1. Be it enacted by the General Assembly of the state of Ohio, that within thirty days after the passage of this act, the governor of the state, with the advice and consent of the senate, shall appoint three competent persons to serve as a state board of arbitration and conciliation, in the manner hereinafter provided. One of them shall be an employer, or selected from some association representing employers of labor, one of them shall be selected from some labor organization and not an employer of labor, and the third shall be appointed upon the recommendation of the other two; provided, however, that if the two appointed do not agree on the third man, at the expiration of thirty days, he shall be appointed by the governor; and provided, also, that appointments made when the senate is not in session, may be confirmed at the next ensuing session.

§ 2. One shall be appointed for one year, one for two years, and one for three years, and all appointments thereafter shall be for three years or until their respective successors are appointed, in the manner above provided. If, for any reason a vacancy occurs at any time, the governor shall, in the same manner, appoint some person to serve out the unexpired term, and he may remove any member of said board.

§ 3. Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. They shall organize at once by the choice of one of their num-

ber as chairman, and one of their number as secretary. The board shall, as soon as possible after its organization, establish such rules of procedure as shall be approved by the governor and the senate. Should the senate not be in session, such rules and regulations shall be considered valid until the next ensuing session.

§ 4. Whenever any controversy or difference not involving questions which may be the subject of a suit or action in any court of the state, exists between an employer, whether an individual, co-partnership, or corporation, and his employes, if at the time he employs not less than twenty-five persons in the same general line of business in any city or county in this state, the board shall, upon application as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute.

§ 5. Such mediation having failed to bring about an adjustment of the said differences, the board shall immediately make out a written decision thereon. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the said board shall cause a copy thereof to be filed with the clerk of the city or county where said business is carried on.

§ 6. Said application for arbitration and conciliation to said board can be made by either or both parties to the controversy; and shall be signed in the respective instances by said employer or by a majority of his employes in the department of the business in which the controversy or difference exists, or the duly authorized agent of either or both parties. When an application is signed by an agent claiming to represent a majority of such employes, the board shall satisfy itself that such agent is duly authorized in writing to represent such employes, but the names of the employes giving such authority shall be kept secret by said board.

§ 7. Said application shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work in the same manner as at the time of the application, without any lockout or strike until the decision of

said board, if it shall be made within ten days of the date of filing said application.

§ 8. As soon as may be after the receipt of said application, the secretary of said board shall cause public notice to be given of the time and place for the hearing therein, but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order, and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. Should the petitioner or petitioners fail to perform the promise made in said application, the board shall proceed no further therein without the written consent of the adverse party.

§ 9. The board shall have power to summon as witnesses any operative in the departments of business affected, and any person who keeps the records of wages earned in those departments, and examine them under oath, and to require the production of books or papers containing the record of wages earned or paid. Summonses may be signed and oaths administered by any member of the board.

§ 10. The parties to any controversy or difference, as described in section four of this act, may submit the matters in dispute, in writing, to a local board of arbitration and conciliation; such board may either be mutually agreed upon, or the employer may designate one of the arbitrators, the employes or their duly authorized agent another, and the two arbitrators so designated, may choose a third, who shall be chairman of the board.

§ 11. Such local board of arbitration shall, in respect to the matters referred to it, have and exercise all the powers which the state board might have and exercise, and its decision shall have whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such local board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. The decision of said board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the clerk of the city or county in which the controversy or difference arose, and a copy thereof shall be forwarded to the state board.

§ 12. Each of such arbitrators of such a local board shall be entitled to receive from the treasury of the city or county in

which the controversy or difference that is the subject of the arbitration exists, if such payment is approved in writing by the city council or the administrative board of such city or board of county commissioners of such county, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration.

§ 13. Whenever it is made to appear to the mayor of a city or the judge of the probate court of a county that a strike or lockout is seriously threatened, or actually occurs, the mayor of such city or the judge of the probate court of the county shall at once notify the state board of the facts. Whenever it shall come to the knowledge of the state board, either by the notice from the mayor of a city or the judge of the probate court of the county, as provided in the preceding part of this section or otherwise, that a strike or lockout is seriously threatened, or has actually occurred, in any city or county of this state, involving an employer and his present or past employes, if at the time he is employing, or up to the occurrence of the strike or lockout, was employing not less than twenty-five persons in the same general line of business in any city or county in the state, it shall be the duty of the state board to put itself in communication as soon as may be with such employer and employes.

§ 14. It shall be the duty of the state board in the above-described cases to endeavor, by mediation or conciliation, to effect an amicable settlement between them, or to endeavor to persuade them, provided a strike or lockout has not actually occurred, or is not then continuing, to submit the matters in dispute to a local board of arbitration and conciliation, as above provided, or to the state board; and said state board may, if it deems it advisable, investigate the cause or causes of such controversy and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes, and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by section nine of this act.

§ 15. Witnesses summoned by the state board shall be allowed the sum of fifty cents for each attendance, and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall

state in writing the amount of his travel and attendance, and said state board shall certify the amount due each witness to the auditor of the county in which the controversy or difference exists, who shall issue his warrant upon the treasury of said county for the said amount.

§ 16. The said state board shall make a yearly report to the governor and legislature, and shall include therein such statements, facts and explanations as will disclose the actual workings of the board, and such suggestions as to legislation as may seem to the members of the board conducive to harmonizing the relations of and disputes between employers and employees.

§ 17. The members of the said state board of arbitration and conciliation hereby created shall each be paid five dollars a day for each day of actual service, and their necessary traveling and other expenses. The chairman of the board shall, quarterly, certify the amount due each member, and on presentation of his certificate the auditor of the state shall draw his warrant on the treasury of the state for the amount. When the state board meets at the capitol of the state, the adjutant-general shall provide rooms suitable for such meeting.

§ 18. That an act, entitled "An act to authorize the creation and to provide for the operation of tribunals of voluntary arbitration to adjust industrial disputes between employers and employees," of the revised statutes of the state, passed February tenth, eighteen hundred and eighty-five, is hereby repealed.

§ 19. This act shall take effect and be in force from and after its passage.

PENNSYLVANIA.

An Act to authorize the creation, and to provide for the regulation of voluntary tribunals to adjust disputes between employers and employed, in the iron, steel, glass, textile fabrics and coal trades.

Whereas, Differences arise between persons engaged in the iron, steel, glass, textile fabrics and coal trades in this State, and strikes and lock-outs result therefrom, which paralyze these important industries, bring great loss upon both employer and employed, and seem to find their only solution in starvation or in force, which does not accord with the teachings of humanity and the true policy of our laws ;

And whereas, Voluntary tribunals, mutually chosen, with equality of representation and of rights, and a frank discussion therein by the persons interested, of the business questions involved, are the plain paths to mutual concession and cessation of strife, and the choice of an umpire by the parties themselves, to whose arbitrament the matters in dispute are to be submitted for final decision, if they shall fail to agree, is in accord with the practice and policy of this Commonwealth; therefore,

SECTION 1. Be it enacted, etc., that the presiding judges of the courts of common pleas, or the president judges thereof, in chambers, in the counties of Philadelphia and Allegheny, and of each of the other judicial districts of this Commonwealth shall have power, and upon the presentation of the petition or of the agreement hereinafter named, it shall be the duty of each of them to issue, in the form hereinafter named, a license or authority for the establishment within their respective districts of tribunals for the consideration and settlement of disputes between employers and employed in the iron, steel, glass, textile fabrics and coal trades and each of them.

§ 2. The said petition or agreement shall be substantially in the form hereinafter given, and the petition shall be signed by at least fifty persons employed as workmen, by five or more separate firms, individuals or corporations within the county where the petitioners reside, or by at least five employers, each of whom shall employ at least ten workmen, or by the representatives of a firm, individual or corporation employing not less than seventy-five men in their business; and the agreement shall be signed by both of said specified numbers and persons; provided, that if, at the time the petition is presented, a dispute exists between the employers and the workmen, and as a consequence there is a suspension of work, or, owing to the nature of the dispute, a suspension is probable, the judge before whom said petition is presented shall require testimony to be taken as to the representative character of said petitioners, and if it appears that the said petitioners do not represent the will of a majority, or at least one-half of each party to the dispute, the license for the establishment of the said tribunal may be denied.

§ 3. The persons signing said petition as workmen shall each have been a resident of the judicial district in which the petition

shall be presented for at least one year ; shall have been engaged in some branch of the trade they profess to represent for at least two years, and be a citizen of the United States. The persons signing the same as employers shall be citizens of the United States and shall be and shall have been actually engaged in some branch of the iron, steel, glass, textile fabrics or coal trade, within the judicial district, for at least one year, and shall each employ therein at least ten workmen of the class hereinbefore described, and may be a firm, individual or corporation, and the said petition shall be verified by the oaths of at least two of the signers, attesting the truth of the facts stated therein and the qualifications of the signers thereto.

§ 4. If the said petition shall be signed by the requisite number of both employers and workmen, and be in proper form and contain the names of the persons to compose the tribunal, being an equal number of each side, and the umpire mutually chosen, the judge shall forthwith issue a license substantially in the form hereinafter given, authorizing the existence of such tribunal and fixing the time and place of the first meeting thereof, which shall be made a record in the court of common pleas over which said judge presides.

§ 5. If the petition shall be signed by the requisite number of either workmen or employers, and not by both, and be in proper form, the judge shall issue his license for the creation of such tribunal, conditioned upon the assent and agreement of the necessary number of that side to the issue which shall not have signed the petition ; which assent shall be in writing, signed by the requisite number, and contain the names of the members of the tribunal and the umpire, and upon the presentation of such petition and assent, the judge shall issue his license for a tribunal, as provided in section four of this act ; but if no such assent shall be obtained within sixty days from the date of the conditional license, the petition shall be taken as dismissed, but if the assent be signed, a record shall be made of the license, as if made upon original agreement.

§ 6. One of the said tribunals may be created for each of the trades named in the first section of this act, in each judicial district ; they shall continue in existence for one year from the date of the license creating them, and may take jurisdiction of any dispute between employers and workmen who shall have petitioned for the tribunal or have been represented in the peti-

tion therefor, or who may submit their disputes in writing to such tribunal for decision. Vacancies occurring in the membership of the tribunal shall be filled by the judge out of the three names presented to him by the members of the tribunal remaining of that class in which the vacancies occur. Removal to an adjoining district shall not cause a vacancy in either the tribunal or the post of umpire. Disputes occurring in one county may be referred to a tribunal already existing in an adjoining county. The place of umpire in any of said tribunals, and vacancies occurring in such place, shall only be filled by the mutual choice of all of the representatives of both employers and workmen constituting the tribunal. The umpire shall only be called upon to act, after disagreement is manifested in the tribunal by failure during three meetings held and full discussion had. His award shall be final and conclusive upon such matters only as are submitted to him in writing and signed by all of the members of the tribunal or by parties submitting the same, and upon questions affecting the price of labor; it shall in no case be binding upon either employer or workmen, save as they may acquiesce or agree therein after such award.

§ 7. The said tribunal shall consist of not less than two employers or their representatives and two workmen. The exact number which shall in each case constitute the tribunal shall be inserted in the petition or agreement, and they shall be named in the license issued. The said tribunal, when convened, shall be organized by the selection of one of their number as chairman and one as secretary, who shall be chosen by a majority of the members, or, if such majority can not be had after two votes, then by secret ballot or by lot, as they prefer.

§ 8. The members of the tribunal shall receive no compensation for their services from the city or county, but the expenses of the tribunal, other than fuel, light and the use of room and furniture, may be paid by voluntary subscription, which the tribunal is authorized to receive and expend for such purposes. Each city or county in which such tribunal shall be created shall pay for the fuel, lights and the use or rent of a room and furniture, for the same which it is hereby authorized to obtain, but the cost of the same shall only be paid upon sworn vouchers, submitted to and approved by the proper judge of the judicial district.

§ 9. When no umpire is acting the chairman shall have power

to administer oaths, sign subpoenas, orders, notices and other proceedings of the board ; and when the umpire shall be acting this authority shall be vested in him, and all of the authority vested in boards of arbitrators by the compulsory arbitration act of June sixteenth, eighteen hundred and thirty-six, for procuring witnesses, preserving order and obtaining proofs, shall be and is hereby vested in such umpire, when acting. Attorneys at law or other agents of one side or the other shall not be permitted to appear or take part in any of the proceedings of the tribunal or before the umpire, but the same shall be, as far as possible, voluntary and upon examination of proofs and witnesses by the tribunal itself and the umpire. When the umpire is acting he shall preside, and his determination upon all questions of evidence or otherwise, in conducting the inquiries then pending, shall be final. Committees of the tribunal, consisting of an equal number of each class, may be constituted to examine into any question in dispute between employers and workmen, submitted to the tribunal, and such committee may hear and settle the same finally, when it can be done by a unanimous vote ; otherwise the same shall be reported to the full tribunal, and be there heard as if the question had been originally examined by it. The said tribunals, in connection with the umpire, shall each have power to make, ordain and enforce rules for the government of the body when in session, to enable the business to be proceeded with in order, and, to fix its sessions and adjournments ; but such rules shall not conflict with this statute nor with any of the provisions of the constitution and laws of Pennsylvania.

§ 10. Before the umpire shall proceed to act, the question or questions in dispute shall be plainly defined in writing and signed by the members of the tribunal, or a majority thereof, of each class, or by the parties submitting the same ; and such writing shall contain the submission of the decision thereof to the umpire by name, and shall provide that his decision thereon, after hearing, shall be final. The umpire shall be sworn to impartially decide the question submitted. The submission and his award may be made in the form hereinafter given, and said umpire must make his award within ten days from the time the question or questions in dispute are submitted to him. When such award shall be made and signed by the umpire it may be made a matter of record by producing the same within thirty

days, with the submission in writing to the proper judge. If he approves the same, he shall indorse his approval thereon and direct the same to be entered of record. When so entered of record it shall be final and conclusive, and the proper court may, on motion of any one interested, enter judgment thereon, and when the award is for a specific sum of money, may issue final and other process to enforce the same.

§ 11. This act shall be cited and quoted as the "voluntary trade tribunal act of one thousand eight hundred and eighty-three."

§ 12. The form of the joint petition or agreement, praying for a tribunal as named in section four of this act, may be as follows :

To the presiding judge, judicial district, or to the presiding judge of the court of common pleas, the county of (as the case may be).

The subscribers hereto, citizens of the said judicial district, and of the United States, being the number thereof and with the qualifications required by the act known as "the voluntary trade tribunal act of one thousand eight hundred and eighty-three," being desirous of establishing a tribunal under said act for the settlement of disputes in the trade, and having agreed upon A. B., et cetera, representing the employers, and C. D., et cetera, representing the workmen, as members of the said tribunal, who each possess the qualifications required by said act, and having also agreed upon E. F., of, as the umpire of the said tribunal, pray that a license for a tribunal in the trade may be issued to them

And they will ever pray, et cetera.

EMPLOYERS.	Names.	Residence.	Works.	Number of Employees.

EMPLOYEES.	Names.	Residence.	By whom Employed.

The oath to be annexed to such joint petition shall be substantially as follows :

PENNSYLVANIA, }
 County. } ss. :

A. B. and C. D., two of the signers to the foregoing joint petition, being duly sworn, say that the facts set forth in the same are true; that the five employers signing such petition have been actually engaged in the trade within this judicial district for at least one year, and each do now employ at least ten workmen in their said business, and the fifty workmen signing said petition have each been resident therein for one year, have been engaged in the trade as workmen for at least two years and (have been or are) actually employed at the places named in the signatures to said petition in such trade.

A. B.

C. D.

And the same shall be sworn and subscribed before a justice of the peace or alderman of the proper district.

§ 13. The license to be issued upon such joint petition may be as follows :

PENNSYLVANIA, }
 County, } ss. :
 Judicial District. }

Whereas, The joint petition and agreement of five employers and fifty workmen has been to me presented and now placed on record, praying the creation of a tribunal for the settlement of disputes in the trade within this district, and naming A. B., C. D., E. F. and G. H. as members of said tribunal, and I. J. as the umpire thereof; now, in pursuance of the authority given by the voluntary trade tribunal act of 1883, I have licensed and authorize, and do hereby license and authorize, the said named parties to be and exist as a tribunal under the said statute, for the settlement of disputes between employers and workmen in trade for the term of one year, with all the powers conferred by the voluntary trade tribunal act of 1883, and it shall meet and organize on the day of, A. D. 18..., at

A record has been made of this license.

Witness my hand and the seal of the court, at, this
 day of, A.D. 18...

.....,
Presiding Judge.

§ 14. The forms of the submission and of the awards may be as follows :

FORM OF SUBMISSION.

We, A. B. of one part and C. D. of the other part, under the provisions of voluntary trade tribunal act of eighteen hundred and eighty-three, have submitted and referred, and do hereby submit and refer unto the umpirage and decision of E. D., the umpire of the trade tribunal of the trade for the judicial district the following subject-matter, that is to say: (Here state fully and distinctly the question submitted.) And his decision and determination upon the same shall be binding upon us and final and conclusive upon the question thus submitted, and we pledge ourselves to abide by and carry out the decision of the umpire when made.

Witness our hands and seals this day of

A.D. 18....

(Signatures.)

FORM OF AWARD.

I, E. F., the umpire of the trade tribunal of the judicial district, in pursuance of the foregoing instructions, having been sworn and having heard the parties and their proofs bearing upon the question submitted for my decision and umpirage, have decided and do hereby decide as follows: (Here insert distinctly the decision.) And do hereby certify to the presiding judge of the judicial district that this is my award and determination of the subject-matter to me referred.

Witness my hand and seal at, this day of, A.D. 18....

(Seal.)

.....,
Umpire.

Approved the 26th day of April, A.D. 1883.

